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**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED BYLAWS  
OF  
GULF COVE POINT PROPERTY OWNERS' ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Bylaws of GULF COVE POINT PROPERTY OWNERS' ASSOCIATION, INC. (herein, the "Association"), the original Bylaws of which were originally recorded at Official Records Book 1355, Page 1968, et seq. of the Public Records of Charlotte County, Florida, was duly adopted by not less than two-thirds of the members present, in person or by proxy at a duly noticed meeting on April 6, 2016 in accordance with Article XVII of the Bylaws of the Association. The Association further certifies that the attached amendments were proposed and adopted as required by the governing documents and by Florida law.

DATED this 26 day of April, 2016.

Signed, sealed and delivered  
in the presence of:

GULF COVE POINT PROPERTY  
OWNERS' ASSOCIATION, INC.

sign: Melissa Harris

print: Melissa Harris

sign: [Signature]

print: Shirley French

By: Shirley French  
Shirley French, President

STATE OF FLORIDA  
COUNTY OF SARASOTA Charlotte

The foregoing instrument was acknowledged before me this 26 day of April, 2016, by Shirley French as President of Gulf Cove Point Property Owners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation. he is personally known to me or has produced FL Drivers License as identification.



NOTARY PUBLIC

sign: Kerri L Crawford

print: Kerri L Crawford

State of Florida at Large (Seal)

My Commission expires: 18 Sep 2016

Signed, sealed and delivered  
in the presence of :

sign: Michelle Dams

print: Michelle Dams

sign: Dustin Reger

print: Dustin Reger

ATTEST:

By: Donna McLaughlin  
Donna McLaughlin, Secretary

(Corporate Seal)

STATE OF New York  
COUNTY OF Rensselaer

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May,  
2016, by Donna McLaughlin as Secretary of Gulf Cove Point Property Owners' Association, Inc., a Florida not  
for profit corporation, on behalf of the corporation. She is personally known to me or has produced  
New York State Identification as identification.  
DRIVERS License

NOTARY PUBLIC

sign

print

Deanna Coleman

My Commission expires: 3/3/2020

DEANNA COLEMAN  
Notary Public, State of New York  
Qualified in Rensselaer County  
Reg. No. 01C06178502  
Commission Expires December 3, 2020  
MARCH

**GULF COVE POINT PROPERTY OWNERS' ASSOCIATION, INC.**

**AMENDED AND RESTATED BYLAWS**

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## **AMENDED AND RESTATED**

### **BYLAWS OF GULF COVE POINT PROPERTY OWNERS' ASSOCIATION, INC. A Florida Corporation Not-For-Profit**

*[Substantial rewording of Bylaws.  
See existing Bylaws and amendments thereto for present text.]*

The members of **GULF COVE POINT PROPERTY OWNERS' ASSOCIATION, INC.** (herein, the "Association") hereby adopt the following Amended and Restated Bylaws. The Amended and Restated Bylaws supersede and replace all previous Bylaws and amendments thereto.

#### **ARTICLE 1. IDENTITY**

1.1 **Name.** The name of the corporation is **GULF COVE POINT PROPERTY OWNERS' ASSOCIATION, INC.** (herein, the "Association").

1.2 **Corporate Seal.** The corporate seal of the Association shall bear the name of the corporation, the word "Florida", the words "corporation not for profit" and the year of incorporation (1983). Alternatively, the words "Corporate Seal" shall serve as the seal of the corporation.

1.3 **Declaration and Plat.** The original Declaration of Covenants and Restrictions for **GULF COVE POINT SUBDIVISION** (herein, the "Declaration") was recorded at Official Records Book 1355, Page 1968 *et seq.* of the Official Records of Charlotte County, Florida. The Subdivision Plat for **GULF COVE POINT SUBDIVISION** is recorded at Plat Book 16, Page 10A of the Official Records of Charlotte County, Florida (herein, the "Subdivision Plat").

#### **ARTICLE 2. LOCATION**

The location of the principal office of the Association shall be 5602 Marquesas Circle, #102-9, Sarasota, FL 34233, or at such other place as may be subsequently designated by the Board of Directors of the Association in the manner provided by law.

#### **ARTICLE 3. MEMBERSHIP**

3.1 **Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Subdivision Lot which is subject by covenants of record to assessments by the Association shall be a Member of the Association, provided that any person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

**3.2 Rights of Membership.** The rights of membership are subject to the terms and conditions of the Homeowners Association Act, the governing documents of the Association and to the timely payment of all annual and special assessments levied by the Association, the obligation to pay such assessments is imposed against each Owner of and becomes a lien upon the Lot against which such assessments are made as more fully provided in the Declaration. Membership rights, including voting rights and rights to use the common areas, are subject to the Declaration and the Homeowners Association Act, including but not limited to suspension of same.

## **ARTICLE 4. VOTING RIGHTS**

**4.1 Voting Rights.** The Association shall have one class of voting membership. Unless otherwise provided in the Homeowners Association Act, the Owner of each Lot shall be entitled to one (1) vote as a Member of the Association. The manner of exercising such voting rights shall be determined by these Bylaws. Members shall have the right to vote only on Association matters specifically requiring a membership vote pursuant to the Declaration, Articles of Incorporation, Bylaws or Florida law.

**4.2 Vote Required.** The acts approved by a majority of the total eligible voting interests present (in person or by proxy) at a membership meeting at which a quorum is obtained shall constitute the acts of the Members, except when approval by a greater number of members is required by Florida law, the Declaration, the Articles of Incorporation or these Bylaws. The term "majority" as used in these Bylaws and other governing documents and instruments in reference to voting by members and the Board of Directors shall mean more than 50%.

### **4.3 Certificate of Voting Representative.**

**4.3.1 Single Owner.** If a Lot is owned by one person, his or her right to vote shall be established by the record title to his or her Lot.

**4.3.2 Multiple Owners.** If the Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot, and filed with the Secretary of the Association. In the event a Lot is owned by a married couple, that Lot's vote may be cast by person or by proxy by either spouse, provided that there shall be only one vote per Lot. If the spouses do not agree on how that vote shall be cast, the vote shall not be counted as to the matter under consideration in which the conflict arose, whether the conflict appears by vote in person or by proxy. Alternatively, the person entitled to cast the vote conferred by the Lot ownership shall be designated by a certificate signed by one or both spouses and filed with the Association Secretary.

**4.3.3 Corporation or LLC.** If a Lot is owned by a corporation or limited liability company ("LLC"), the person entitled to cast the vote for the Lot shall be designated by a certificate of his or her appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation or an authorized member of the LLC, and filed with the Secretary of the Association.

**4.3.4 Partnership.** If the Lot is owned by a partnership, the person entitled to cast the vote for the Lot shall be designated by a voting certificate signed by a partner.

**4.3.5 Trust.** If the Lot is owned by a trust, the person entitled to cast the vote for the Lot shall be designated by a voting certificate signed by the trustee of the trust.

Such voting certificate shall be valid until revoked and until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast a vote for a Lot may be revoked by any Owner or Voting Representative thereof. All such voting certificates must be filed with the Association. If a voting certificate is not on file for a Lot owned by multiple Owners (except husband and wife), a corporation, partnership or trust, then the vote for that Lot shall not be considered in determining a quorum or for any other purpose.

**4.4 Suspension of Voting Rights.** The Association may suspend the voting rights of a Member for the nonpayment of any fee, fine or other monetary obligation due to the Association that is more than ninety (90) days delinquent. A voting interest allocated to a Lot or member which has been suspended by the Association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under the Homeowners Association Act or pursuant to the governing documents. The suspension ends upon full payment of all obligations currently due or overdue to the Association. All suspensions of a delinquent member's voting rights must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Lot Owner of the suspension by mail or hand delivery.

## **ARTICLE 5.**

### **ASSOCIATION PURPOSES AND POWERS**

**5.1 Purposes of the Association.** The purposes of the Association include all lawful purposes authorized or permitted by Chapters 617 and 720, Florida Statutes, including but not be limited to following:

**5.1.1** To take any and all actions reasonable necessary to promote the health, safety, and welfare of the Lot Owners and residents of Gulf Cove Point Subdivision.

**5.1.2** To own, acquire, alter, improve, build, insure, and operate the common areas and recreational facilities for Gulf Cove Point Subdivision, including but not limited to, the drainage areas, commons, greenbelts, open spaces, streets, buildings, structures and personal properties incidental thereto.

**5.1.3** To levy, amend and collect assessments (both annual and special) and other fees, fines and charges against the Owners and Lots.



5.1.4 To enforce, where deemed appropriate in the reasonable business discretion of the Association's Board of Directors, covenants, restrictions, rules, restrictions and agreements applicable to the Gulf Cove Point Subdivision.

5.1.5 To pay taxes and insurance, if any on all properties and facilities of the Association.

5.1.6 To maintain the grounds of the common areas of Gulf Point Subdivision, including without limitation, mowing, fertilizing, insecticides, etc.

5.1.7 To clean, maintain and repair the street.

5.1.8 To remove and properly dispose of waste from the common areas.

5.1.9 To clean, maintain, paint, repair and replace the perimeter wall.

5.1.10 To pay for other miscellaneous services, such as cable TV, exterminating services, security system maintenance, fire extinguisher services, etc.

5.1.11 To maintain and fund one or more reserves for deferred maintenance and capital improvements to the common areas and recreational facilities.

5.1.12 To operate, maintain, repair and replace all private streets and roads within Gulf Cove Point.

5.1.13 To do any other thing that, in the reasonable business judgement of the Association's Board of Directors, will promote or further the common benefit and enjoyment of the Owners and residents in Gulf Cove Point Subdivision.

**5.2 Powers of the Association.** The Association's Board of Directors shall have the power to do the following:

5.2.1 To call and reschedule (if necessary) the annual and special membership meetings.

5.2.2 To appoint and remove officers, agents and employees of the Association.

5.2.3 To establish, levy, assess, and collect annual and special assessments and other charges.

5.2.4 To adopt, publish and enforce rules and regulations governing the common areas, recreational facilities, the Lots and the personal conduct of members, tenants, guests, invitees and contractors.

5.2.5 To exercise on behalf of the Association all powers, duties and authorities vested in or delegated to the Association, except those specifically reserved to the members.

## **ARTICLE 6. MEETINGS OF MEMBERS**

**6.1 Annual Meetings of Members.** An annual meeting of the Members shall be held between January 1<sup>st</sup> and March 31<sup>st</sup> of each year, at a date, time and place specified by the Board. At each annual membership meeting, the Members shall elect directors and may conduct such other business as may be properly brought before the meeting. The membership shall meet at least once each calendar year.

**6.2 Special Meetings.** Special Meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary, or the Treasurer, or by any two (2) members of the Board of Directors. In addition, it shall be the duty of the President to call a special meeting of the Members if so directed by resolution of a majority of the Board of Directors, or upon receipt of a written petition signed by at least one fourth (1/4) of the total eligible voting interests of the Association, which request shall state a valid purpose for the special meeting. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose(s) thereof. No business shall be transacted at a special meeting except as stated in the notice.

**6.3 Notice of Meetings.** The Association shall provide proper notice of all members' meetings. The meeting notice may include an agenda and shall state the date, time and place for which the meeting is called. The notice shall be mailed, emailed or hand-delivered to each Member at the Member's designated address as it last appears on the books of the Association. The Association shall provide notice of the meeting to all Members not less than fourteen (14) days or more than sixty (60) days prior to the date of the membership meeting. The person providing the notice of the membership meeting shall provide proof of proper and timely notice by affidavit. Notwithstanding any other provision herein, notice of meetings of the Board of Directors, membership meetings, and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission.

**6.4 Quorum.** The presence, in person or by proxy, of Members representing at least thirty percent (30%) of the eligible total voting interests in the Association shall constitute a quorum at all membership meetings of the Association. Members may attend a membership meeting in person or by proxy. A voting interest or consent right allocated to a Lot or Member which has been suspended by the Association may not be counted towards the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under the Homeowners Association Act or pursuant to the Declaration, Articles of Incorporation or these Bylaws.

**6.5 Proxies.** Members may vote in person or by proxy; provided, however, that the form of the proxy substantially meets the requirements of Florida law. A proxy may be made by any person entitled to vote, and must be filed with the Secretary of the Association before or at the appointed time of the meeting or prior to the reconvening of an adjourned meeting. Proxies shall not be used in the election of directors. To be valid, a proxy must state the date, time, and place of the membership meeting for which it was given, and must be signed by the person(s) authorized to cast the vote on behalf of the Lot. A proxy is effective

only for the specific membership meeting for which it was originally given, and as the meeting may lawfully be adjourned and reconvened from time to time. Proxies automatically expire ninety (90) days after the date of the membership meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

**6.6 Adjournment of Meetings.** A majority of the Association's total eligible voting interests who are present (in person or by proxy) at a membership meeting may adjourn the meeting to a date, time and place no more than ninety (90) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If the date, time and place for reconvening the meeting are not announced at the meeting before an adjournment is taken, notice of the new date, time and place for the reconvened meeting shall be given to the Members in the manner prescribed in Article 6.3 above. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

**6.7 Waiver of Notice.** Notice of a membership meeting may be waived by a Member before or after a membership meeting. A Member waives any defect or lack of notice by attending a membership meeting, except when that attendance is for the expressed purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**6.8 Presiding Officer.** The chairperson at all membership meetings shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the Members present (in person or by proxy) may designate any other person to preside as chairperson of the meeting.

**6.9 Minutes of Meetings.** The Secretary or the Secretary's designee shall keep the minutes of the membership meeting. The minutes of the membership meetings shall be kept in a business-like manner and be available for inspection and copying by the Members or their authorized representatives at any reasonable time. The Association shall maintain these minutes for a period of not less than seven (7) years or as required by the Homeowners Association Act.

**6.10 Written Action by Members.** Any action required by law or the governing documents to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by the required percentage of Members entitled to vote with respect to the subject matter thereof. Such Member action by written agreement shall comply with the procedural requirements of Section 617.0701(4), Florida Statutes.

**6.11 Order of Business.** Unless otherwise determined by the meeting chairman, the order of business at annual membership meetings, and as far as practical at all special membership meetings, shall be as follows:

- (A) Election of Chairperson (if necessary)
- (B) Calling of the roll and certifying proxies
- (C) Proof of meeting notice or waiver of notice

- (D) Reading and disposal of unapproved minutes
- (E) Reports of officers
- (F) Reports of committees
- (G) Appointment/Election of election committee
- (H) Election of directors
- (I) Unfinished business
- (J) New business
- (K) Announcements
- (L) Adjournment

## ARTICLE 7. BOARD OF DIRECTORS

**7.1 Number and Term of Directors.** The governance and administration of the affairs of the Association shall be vested in the Board of Directors. The Board shall consist of not less than three (3) and no more than nine (9) directors, and shall be fixed at seven (7) Directors until changed upon the approval of a majority of the voting interests who are present (in person or by proxy) and voting at a membership meeting. Directors shall serve three (3) year staggered terms of office. Any Director whose term is expiring may stand for re-election. All Directors shall serve until their respective successors shall have been duly elected and qualified, or until their earlier resignation or removal.

**7.2 Director Qualifications.** A Director must be a natural person who is at least eighteen (18) years of age or older. A Director must be a Lot Owner, a spouse, parent or adult child (at least 18 years of age) of a Lot Owner or the designated voter of a Lot Owner who is not a natural person (that is, a corporation, LLC, trust or partnership, etc.). If a Lot is owned in trust, a Director may be trust grantor or a trust beneficiary who occupies the Lot. A convicted felon whose civil rights have not been restored for at least five (5) years as of the date of election is not eligible to serve as a Director. A person who is more than ninety (90) days delinquent in the payment of any fee, fine, or other monetary obligation to the Association is not eligible to serve as a Director. The validity of any action by the Board of Directors is not affected if it is later determined that one or more Directors was not eligible to serve on the Board.

**7.3 Election of Directors.** The election of Directors shall be conducted at the annual membership meeting, in the following manner:

**7.3.1** Not less than sixty (60) days before a scheduled election of Directors, the Association shall mail, email or deliver to each Lot Owner entitled to vote, a **first notice** of the date of the election. Any Lot Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice of his or her intention to be a director candidate to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days nor more than thirty-four (34) days before the membership meeting at which the election will occur, the Association shall mail, email or deliver a **second notice** of the meeting to all Lot Owners entitled to vote, together with a written director election ballot which shall list all Director candidates in alphabetical order by surname. Upon request of a Director candidate received by the Association at least thirty-five (35) days prior to the election, the Association shall include with the second mailing of the director election ballot a candidate information sheet, not larger than 8 1/2

inches by 11 inches, furnished by the director candidate to the Association. The costs of mailing and copying of the director candidate information sheets shall be paid by the Association.

7.3.2 Written director ballots shall be sealed in an inner, smaller envelope labeled "Director Ballot". The director ballot envelope shall be placed in a larger outer envelope. The larger outer envelope must be sealed and shall be signed by the Lot Owner in the upper right hand corner, with the Lot Owner's name and printed name stated thereon. It is the intent of the Members to follow the director election procedures of the Condominium Act (Chapter 718, Florida Statutes) to the extent those procedures are not in conflict with the Homeowners Association Act (Chapter 720, Florida Statutes) or these Bylaws.

7.3.3 Written director election ballots will be available for use by those owners attending the meeting in person. No Lot Owner shall permit another person to cast his or her director election ballot, and any such improperly cast ballot shall be deemed invalid. Proxies shall not be used in the election of directors. Any Lot Owner who violates this provision may be fined by the Association.

7.3.4 If more persons are nominated than there are vacancies to be filled, the election shall be by secret written ballot. Each person voting is entitled to cast his or her vote for each of as many nominees as there are vacancies to be filled. The nominees receiving the greatest number of votes properly cast shall be elected. Elections shall be decided by a plurality of the votes cast. There shall be no cumulative voting. Tie votes shall be broken by agreement among the director candidates who are tied, or absent such an agreement, by chance, such as the flipping of a coin by a neutral third party or the drawing of straws. An election is not required unless more candidates file notices of intent to run than director vacancies exist.

7.3.5 There shall be no quorum requirement for the election of directors; however, at least thirty percent (30%) of the eligible voters must cast a director election ballot to have a valid election.

7.3.6 Any election dispute between a Lot Owner and the Association shall be submitted to mandatory binding arbitration with the Division of Florida Condominiums, Timeshares and Mobile Homes in the manner provided by law.

**7.4 Removal of Directors and Vacancies.** Any director may be removed or recalled from office with or without cause, upon the written agreement of a majority of the total voting interests of the Association in the manner provided by law. Unless otherwise provided by law, upon removal of a director, a successor shall be appointed by a majority of the remaining Board of Directors to fill the vacancy for the remainder of the term of such director. Any director who is delinquent in the payment of any fee, fine, Assessment or other monetary obligation to the Association for more than ninety (90) days is not eligible for Board membership and shall be automatically removed from office. In the event of the death, disability, or resignation of a director, the remaining members of the Board may elect a successor to fill the vacancy for the remainder of the term of such director.

**7.5 Compensation.** A director, officer or committee member of the Association may not receive any salary or any other compensation from the Association for the performance of duties as a director, officer or committee member and may not in any other way benefit financially from service to the Association. This subsection does not preclude: (A) participation by such person in a financial benefit accruing to all or a significant number of Members as a result of actions lawfully taken by the Board or a committee of which he or she is a Member, including, but not limited to, routine maintenance, repair, or

replacement of community assets; (B) reimbursement for out-of-pocket expenses incurred by such person on behalf of the Association, subject to approval in accordance with procedures established by the Association's governing documents or, in the absence of such procedures, in accordance with an approval process established by the Board; (C) any recovery of insurance proceeds derived from a policy of insurance maintained by the Association for the benefit of its Members; (D) any fee or compensation authorized in the governing documents; or (E) any fee or compensation authorized in advance by a vote of a majority of the voting interests voting in person or by proxy at a meeting of the members.

**7.6 Organizational Meeting.** The organizational meeting of a newly elected Board of Directors for the purpose of electing officers shall be held within ten (10) days after the annual meeting of the Members at such date, time and place as shall be fixed by the Board of Directors at the membership meeting at which they were elected. No further notice of the Board's organizational meeting shall be necessary unless business in addition to the election of officers is to be considered at that meeting.

**7.7 Regular Board Meetings.** A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Regular meetings of the Board of Directors may be held at such date, time and place as shall be determined, from time to time, by a majority of the Directors or on the call of the President or Vice President. A meeting of the Board must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the Board meeting.

**7.8 Special Board Meetings.** Special meetings of the Board of Directors may be called by the President, the Vice President or at the request of any two (2) directors. If at least twenty percent (20%) of the voting interests deliver a written request to the Board to address an item of business, the Board shall at its next regular meeting, or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the request, place the item on the Board's meeting agenda.

**7.9 Notice of Board Meetings.** Notice of Board of Directors' meetings shall be given to each Director personally or by mail, email, telephone, facsimile transmission or telegraph, and posted in a conspicuous place in the community at least forty-eight (48) hours in advance of the meeting, except in the case of an emergency. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**7.10 Special Notice of Certain Board Meetings.** In addition to the notice required by Article 7.9 herein, an assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding Lot use will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on the property or broadcast on closed-circuit cable television not less than fourteen (14) days before the meeting.

**7.11 Attendance at Board Meetings.** A Director may participate in a Board meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication and such participation counts toward a quorum, and such Director may vote as if physically present. A speaker must be used at the meeting site so that the conversation of such person may be heard by all persons attending the meeting in person. Directors may use e-mail as a means of communication, but may not cast a vote on an Association matter via e-mail.

**7.12 Quorum and Agenda.** A quorum at Director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval by a greater number of Directors is required by the Homeowners Association Act, the Declaration, the Articles of Incorporation or these Bylaws. The designation of the agenda for Board of Directors' meetings shall be at the discretion of the President. However, the President shall be obligated to include any lawful item on the agenda for a Board meeting if requested in writing by two (2) directors.

**7.13 Adjournment.** A majority of the directors who are present at a Board meeting may adjourn the meeting from time to time as determined appropriate by the Directors. At the adjourned meeting, any business which might have been transacted at the Board meeting as originally called may be transacted without further notice.

**7.14 Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors and the Secretary or management shall keep a minute book containing written records of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings as well as a notation as to any director who abstained from voting or voted contrary to the prevailing opinion. No votes at any Board of Directors meeting may be by proxy or secret ballot, except that secret ballots may be utilized in the election of officers. A director who is present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director votes against the action or abstains from voting. A vote or abstention shall be recorded in the minutes.

**7.15 Open Meetings.** Except for meetings with the Association's attorney for the purpose of legal advice with respect to proposed or pending litigation and meetings to discuss personnel matters, meetings of the Board of Directors shall be open to all Lot Owners. Any Member may tape record or videotape open meetings of the Board of Directors subject to reasonable rules adopted by the Board. The right to attend Board meetings includes the right to speak at such meetings with reference to all designated agenda items in accordance with any reasonable rules adopted by the Board of Directors. The Member's right to speak shall not exceed three (3) minutes unless the time to speak is extended by the presiding officer.

**7.16 Delegation of Board Functions.** The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the agent or employee in the performance of such functions.

**7.17 Minutes of Meetings.** The minutes of all Board meetings shall be kept in a business-like manner in a book available for inspection by Lot Owners or their authorized representatives at any

reasonable time. The Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by the Homeowners Association Act.

**7.18 Resignation.** A director or officer may resign at any time by delivering written notice to the Board of Directors or to the Association President. A resignation is effective when the notice is delivered unless the notice specifies a later date. If the resignation is made effective at a later date, the members of the Board of Directors (including the Director whose resignation is not yet effective) may vote to fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

**7.19 Order of Business.** Unless otherwise determined by the meeting chairman, the order of business at Board of Directors' meetings shall be as follows:

- (A) Roll call
- (B) Proof of meeting notice or waiver of notice
- (C) Reading and disposal of unapproved minutes
- (D) Reports of officers and committees
- (E) Election of officers, if any
- (F) Unfinished business
- (G) New business
- (H) Announcements
- (I) Adjournment

## **ARTICLE 8. OFFICERS**

**8.1 Officers.** The executive officers of the Association shall be a President, Vice-President, Secretary, and Treasurer, all of which are to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one (1) or more Vice Presidents, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The Board of Directors from time to time shall elect such other officers and assistant officers and may designate their powers and duties as the Board shall find to be required, to manage the affairs of the Association.

**8.2 Election Term of Office and Vacancies.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors during a fiscal year. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

**8.3 Removal.** Any officer may be removed by a majority vote of the Board of Directors in the sole discretion of the Board and the removal of a Director who also is an officer shall automatically act as a removal from such Director's position as an officer.



8.4 **Resignation.** Any officer may resign at any time by giving written or email notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified in the notice and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

8.5 **President.** The President shall be a director and the chief executive officer of the Association and shall: act as presiding officer at all meetings of the Members and the Board of Directors, call special meetings of the Members and the Board of Directors, sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, subleases and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons, perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Board of Directors are carried out, and act as an ex-officio member of all committees and render an annual report at the annual meeting of Members.

8.6 **Vice President.** The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally, and exercise other powers and perform other duties as shall be prescribed by the Directors.

8.7 **Secretary.** The Secretary shall have the following duties and responsibilities: attend the regular and special meetings of the Members and the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done, have custody of the corporate seal, if any, and affix the same when necessary or required, attend to all correspondence on behalf of the Board of Directors and Members and act as agent for the transfer of the corporate books, and have custody of the minute book of the meetings of the Board of Directors and Members and act as agent for the transfer of the corporate books.

8.8 **Treasurer.** The Treasurer shall: receive monies as shall be paid into his hands for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for disbursements and be custodian of all contracts, leases and other important documents of the Association which he shall keep or cause to be kept safely deposited, supervise the keeping of accounts of all financial transactions of the Association, in accordance with good accounting practices, in books belonging to the Association and deliver the books to his successor. The Treasurer shall prepare and distribute to all of the members of the Board of Directors prior to each annual meeting, and whenever else required, a summary of the financial transactions and conditions of the Association from the preceding year. The Treasurer shall make a full and accurate report on matters and business pertaining to his office to the Members at the annual meeting and make all reports required by law, may have the assistance of an accountant or auditor, who shall be in agreement, it shall be proper to delegate any or all of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

## **ARTICLE 9. COMMITTEES**

**9.1 Standing Committees.** Unless and until dissolved by the Association's Board of Directors, the standing committees of the Association shall be as follows:

**9.1.1 The Social Committee.** The Social Committee shall advise the Board on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, shall determine.

**9.1.2 The Maintenance Committee.** The Maintenance Committee shall advise the Board of Directors of all matters pertaining to maintenance, repair, alteration or improvement of the subdivision property and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

**9.1.3 The Architectural Control Committee.** The Architectural Control Committee ("ACC") shall have the duties and functions described in Article VI of the Declaration. The Committee shall watch for any proposals, programs, or activities which may adversely affect the residential value of Lots in the Subdivision and shall advise the Board regarding Association action on such matters.

**9.1.4 The Publicity Committee.** The Publicity Committee shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board, make such public releases and announcements as are in the best interests of the Association.

**9.1.5 The Financial Report Committee.** The Financial Report Committee shall assist with the annual financial report of the Association's books and financial affairs. The Financial Report Committee shall also assist the Board with preparing the annual budget and balance sheet statements to be presented to the membership at its membership meetings. The Treasurer shall be an ex-officio member of the Financial Report Committee.

**9.1.6 Miscellaneous.** Unless otherwise provided herein, each committee shall consist of at least two (2) members, all of whom must be Members of the Association, a Member's spouse or a Member's designated voting representative, unless otherwise determined by the Board of Directors. The Board of Directors shall appoint committees as necessary and as soon as practicable following the annual membership meeting. A majority of the Members of each standing committee shall elect their chairperson. The members of each committee shall serve at the pleasure of the Board of Directors or until the succeeding committee members have been appointed or until their earlier resignation.

**9.2 Creation of Ad Hoc Committees.** The Board of Directors may from time to time appoint such ad hoc committees, with such powers and composition as the Board of Directors shall determine pursuant to the Declaration, Articles of Incorporation, Bylaws, or Florida law.

**9.3 Powers of Committees.** The several committees shall act only as committees and the individual members thereof shall have no power of authority to act on behalf of the Board of Directors or

the Association unless specifically so authorized by Board resolution. Unless the Board determines otherwise, all committees shall be advisory only and shall report to and be under the supervision of the Board of Directors. Committee members may be removed, with or without cause, upon majority vote of the Board of Directors.

**9.4 Term of Office.** A person appointed to serve on a committee shall continue as such until the next annual membership meeting and until his or her successor is appointed, unless the committee be terminated sooner or the person be removed from the committee by the President, with the confirmation of the Board of Directors, the person resigns, or unless such person shall cease to qualify as a member on the committee.

**9.5 Committee Meetings.** Unless otherwise provided by law or in the governing documents, all meetings of any committee of the Association shall be open to all members. Notice of the time and place of any committee meeting shall be posted in a conspicuous place within the Community at least forty-eight (48) hours prior to the time of the meeting. In the alternative, notice of the meeting may be mailed or delivered to all members at least seven (7) days in advance of the meeting. Notice of committee meetings may be published or in the alternative each committee may provide members with a pre-arranged schedule of meetings.

**9.6 Quorum and Procedures.** A committee may act only when a quorum (a simple majority) is present. The act of a majority of the members present at a committee meeting shall be the act of the committee. Any committee or other body with authority to make a final decision with regard to the expenditure of Association funds or with the power to approve or disapprove architectural decisions with respect to a Lot shall follow the same procedures as the Board of Directors with regard to posting or mailing of meeting notices for members, agendas, attendance and participation by members, as required by the Homeowners Association Act. All other Association committees and similar bodies are exempt from the procedural meeting and notice requirements of the Homeowners Association Act and these Bylaws. Such committees shall adopt their own procedural rules and requirements.

**9.7 Scope and Rules.** Each committee shall abide by the scope and stated purpose of the committee as defined by the governing documents, the President and as confirmed by the Board of Directors, and may adopt rules for its operation consistent with these Bylaws and with rules adopted by the Board of Directors.

**9.8 Reports and Action.** Every committee shall report its findings directly to the President, the Board of Directors or to the Board of Directors' designee. A committee may not take any action on behalf of the Association unless the Board of Directors adopts a written resolution specifically empowering the committee to take such action.

## **ARTICLE 10. FISCAL MANAGEMENT**

**10.1 Fiscal Year.** The fiscal year of the Association shall commence upon the first day of January and conclude on the thirty-first day of December. The Board of Directors is authorized to change the dates of the fiscal year as it determines appropriate.

**10.2 Budget.** The Board of Directors shall adopt and may, from time to time, amend an annual budget for each fiscal year that shall include the estimated funds required to defray the expenses of the Association for the fiscal year and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices as set forth herein. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

**10.2.1 Reserves.** The Association's Board of Directors may establish, fund and maintain an adequate reserve account(s) for the periodic maintenance, repair and replacement of the common property and other matters as determined appropriate by the Board of Directors.

**10.2.2 Assessment Roll.** The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. Such an account shall designate the name and address of the Owner or Owners of each Lot, the amount of each assessment against the Owners, the dates and amounts in which the assessments come due, and the amounts paid upon the account, and the balance due upon assessments.

**10.3 Annual Budget Assessment.** The annual assessment, to fund the Association's annual budget, shall be paid by the Lot Owners as provided in the Declaration. If an annual budget is not adopted or notice is not provided to the Lot Owners, the preceding budget and annual assessment shall continue until such budget is adopted or such notice is provided, as applicable. In the event the annual assessment proves to be insufficient, the budget and the assessment may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the fiscal year, for which the amended assessment is made, shall be due as provided by the Board of Directors. The Board may elect to allow Owners to pay the annual assessment in installments due not less frequently than monthly.

**10.4 Reserve Funds.** If the Association budget includes reserves, such reserves shall be determined, maintained, and waived in compliance with this subsection and according to the requirements of Section 720.303(6), Florida Statutes, as amended from time to time, including the following:

**10.4.1** If the annual budget of the Association does not provide for reserve accounts and the Association is responsible for the repair and maintenance of capital improvements that may result in a special assessment if reserves are not provided, each financial report for the preceding fiscal year shall contain the following statement in conspicuous type: **THE BUDGET OF THE ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN SPECIAL ASSESSMENTS. OWNERS MAY ELECT TO PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO THE PROVISIONS OF SECTION 720.303(6), FLORIDA STATUTES, UPON THE APPROVAL OF NOT LESS THAN A MAJORITY OF THE TOTAL VOTING INTERESTS OF THE ASSOCIATION.**

**10.4.2** The amount to be reserved shall be computed by a formula that is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates of cost or useful life of a reserve item. Funding formulas for reserves shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets.

10.4.3 Once a reserve account or reserve accounts are established, the membership of the Association, upon a majority vote at a meeting at which a quorum is present, may provide for no reserves or less reserves than required by Section 720.303(6), Florida Statutes, as amended from time to time. If a meeting of the owners has been called to determine whether to waive or reduce the funding of reserves and a majority of the members present do not affirmatively vote to waive or reduce reserves, the reserves as included in the budget shall go into effect. Any vote taken pursuant to this subsection to waive or reduce reserves shall be applicable only to one budget year.

10.4.4 Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a meeting at which a quorum is present.

10.5 **Expenses.** The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices as set forth herein.

10.6 **Depositories.** The funds of the Association shall be deposited in such accounts as may be selected by the Board of Directors, including without limitation checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. The funds shall be used only for lawful purposes of the Association, as determined by the Board of Directors. Withdrawal of monies from such accounts shall be only by checks or other appropriate instruments signed by such persons as are authorized by the Board of Directors.

10.7 **Fidelity Bonds.** The Association shall purchase and maintain blanket insurance or fidelity bonding for all persons who control or disburse funds of the Association, including without limitation those individuals who are authorized to sign checks and the Association President, Secretary and Treasurer and any contractor handling or responsible for Association funds. Each fidelity bond purchased by the Association shall name the Association as an obligee of the bond. The premiums for bonds shall be paid by the Association as a common expense. The fidelity bonds shall cover the maximum funds that will be in the custody of Directors, officers or employees of the Association, or a management agent, at any time while the bonds are in force. Each bond shall include a provision requiring ten (10) days' written notice to the Association before the bond can be cancelled or substantially modified for any reason.

10.8 **Financial Report.** A financial report shall be prepared annually by the Association and completed, or its preparation and completion shall be contracted for with a third party within ninety (90) days after the close of the fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall either: (A) furnish a copy of the report to each member, or (B) provide a written notice to each member that a copy of the report is available upon request at no charge to the member. Any copy requested by a Member shall be furnished within ten (10) business days after receipt of the request. Financial reports shall be prepared according to the requirements of Section 720.303(7), Florida Statutes and in accordance with generally accepted accounting principles. If not less than twenty percent (20%) of the members petition the Board for a level of financial reporting higher than that required by Section 720.303(7), Florida Statutes, the Association shall duly notice and hold a meeting of members within thirty (30) days of receipt of the petition for the purpose of voting on raising the level of reporting for

that fiscal year. Upon approval of a majority of the total voting interests of the members, the Association shall prepare or cause to be prepared, shall amend the budget or adopt a special assessment to pay for the financial report regardless of any provision to the contrary contained in the governing documents and shall provide the required financial statements within ninety (90) days of the meeting or the end of the fiscal year, whichever occurs later.

**10.9 Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the President and Secretary or by such other members of the Board or officers of the Association as may be designated by resolution of the Board of Directors.

**10.10 Insurance.** The Association shall procure, maintain and keep in full force and effect insurance as may be required by the Declaration, and the Homeowners Association Act, to protect the interests of the Association.

**10.11 Acceleration of Assessments.** In the event any special or regular assessment is delinquent by more than thirty (30) days, the Board of Directors shall have the right to accelerate the due date of the entire unpaid balance of the Lot's annual and all special assessments for that fiscal year upon notice to the Lot Owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Lot Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

**10.12 Competitive Bids.** All contracts as further described in this section or any contract that is not to be fully performed within one (1) year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under the Homeowners Association Act or the governing documents, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten percent (10%) of the total annual budget of the Association, including reserves; the Association must obtain competitive bids for the materials, equipment, or services. The Association is not required to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services are not subject to the provisions of this section.

Nothing contained in this section is intended to limit the ability of the Association to obtain needed products and services in an emergency. This section does not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county serving the Association.

## **ARTICLE 11. FINING**

**11.1 Fining.** The Association's Board of Directors may levy reasonable fines against any Member or a Member's tenant, guest, occupant, licensee, or invitee for the failure of the Member or its

tenant, guest, occupant, licensee, or invitee to comply with any provision of the Declaration, the Bylaws, or the reasonable Rules and Regulations of the Association.

**11.2 Fine Amounts and Lien.** The Board of Directors may levy a fine not to exceed the amount of Two Hundred Fifty Dollars (\$250.00) per violation. The Board of Directors may levy a fine not to exceed the amount of Two Hundred Fifty Dollars (\$250) for each day of a continuing violation, with a single notice and opportunity for a hearing. No fine for a continuing violation shall exceed in the aggregate the amount of Five Thousand Dollars (\$5,000.00). A fine of \$1,000 or more may become a lien against the Owner's Lot.

**11.3 Notice and Opportunity for a Hearing.** The Board of Directors may not impose a fine without at least fourteen (14) days' written notice to the person sought to be fined and an opportunity for a hearing before the Fining Committee. The written notice shall contain a short plain statement of the matter or matters asserted by the Board to constitute a violation, including but not limited to the specific violation alleged, the date, time and location of each alleged violation for which a fine may be imposed and a brief description of the conduct involved, as best as can be reasonably determined.

**11.4 Fining Committee.** The Board shall appoint a Fining Committee of at least three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, or sibling of an officer, Director, or employee of the Association. If the Fining Committee, by a majority vote, does not approve a fine proposed by the Board, it may not be imposed. The role of the Fining Committee is limited to determining whether to confirm or reject the fine levied by the Board. If the Board imposes a fine, the Association must provide written notice of such fine by mail or hand delivery to the Lot Owner and, if applicable, to any tenant, guest, occupant, licensee, or invitee of the Lot Owner.

**11.5 Collection of Fine.** Fines shall be payable within thirty (30) days. If a fine is not paid within thirty (30) days, it shall accrue interest at the highest rate allowed by law (currently eighteen percent (18%) per annum) and a late fee of Twenty-Five (\$25) Dollars. In the event a person refuses or otherwise fails to timely pay a fine, the Association may mediate if and as required by law and proceed with legal action in a court of competent jurisdiction to collect the sum. The prevailing party in such litigation shall be awarded its reasonable costs and reasonable attorneys' fees incurred incident to such collection action.

## **ARTICLE 12. ENFORCEMENT OF GOVERNING DOCUMENTS**

**12.1 Enforcement of Documents.** Notwithstanding anything else contained herein, the Association's Board of Directors shall have the right, but not the legal duty or obligation, to enforce and require compliance with Florida law, the Declaration, Articles, Bylaws and any Rules and Regulations authorized hereby against Owners, their tenants, family members, invitees, contractors, vendors and guests. Enforcement may be sought by proceeding(s) for injunctive relief, declaratory relief and/or damages. The prevailing party in any such action shall be entitled to recover their reasonable attorney's fees and costs from the non-prevailing party incurred at mediation, arbitration, bankruptcy, pre-trial, trial and all appellate levels.

**12.2 Compliance.** Each Lot Owner and the Lot Owner's tenants, family members, guests, and invitees are governed by and must comply with Chapter 720, Florida Statutes, the Declaration of

Covenants, Articles of Incorporation, Bylaws and Rules and Regulations of the Association. In addition to all other remedies provided for in the Declaration, the Board of Directors shall have the power to impose reasonable fines on a violator and a Lot Owner for failure of such Owner, his family members guests, invitees, tenants and licensees to comply with any provisions of the Declaration, the Articles of Incorporation, these Bylaws or the Rules and Regulations, which may constitute an automatic and continuing lien upon the Lot of the Owner.

**12.3 Suspension of Use Rights; Noncompliance.** The Association may suspend, for a reasonable period of time, the rights of a Member, or Member's tenants, guests or invitees, to use the common areas and facilities for failure of the Lot Owner or its occupant, licensee, or invitee to comply with the provisions of the Declaration, Articles of Incorporation, Bylaws or the reasonable Rules and Regulations of the Association. This paragraph does not apply to that portion of the common areas used to provide access or utility services to the Lot. A suspension may not prohibit an Owner or tenant of a Lot from having vehicular and pedestrian ingress and egress from the Lot, including, but not limited to the right to park. Suspension of common area use rights for failure to comply with the governing documents must comply with the same procedures as the levy of fines by the Board.

**12.4 Suspension of Use Rights; Delinquency.** If a Member is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association, the Association may suspend the rights of a Member, or Member's tenants, guests or invitees, to use the common areas and facilities until the fee, fine, or other monetary obligation is paid in full. A suspension may not prohibit an Owner or tenant of a Lot from having vehicular and pedestrian ingress and egress from the Lot, including, but not limited to the right to park. All suspensions imposed pursuant to Article 12.4 must be approved at a duly-noticed Board meeting. Upon approval, the Association must notify the Owner and, if applicable, the occupant, licensee, or invitee by mail or hand delivery.

**12.5 Suspension of Voting Rights; Delinquency.** The Association may suspend the voting rights of a Member for the nonpayment of any fee, fine or other monetary obligation due to the Association that is more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue to the Association. All suspensions imposed pursuant to Article 12.5 must be approved at a duly-noticed Board meeting. Upon approval, the Association must notify the Owner and, if applicable, the occupant, licensee, or invitee by mail or hand delivery.

**12.6 Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association may elect to enforce any provisions of the Declaration, these Bylaws or the Rules and Regulations by suit at law in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the violator shall pay all costs, including reasonable attorneys' and paralegals' fees actually incurred by the Association. The failure of the Board of Directors to enforce any provision of the Declaration or Bylaws shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.



## **ARTICLE 13. AMENDMENTS**

These Bylaws may be amended by the following manner:

**13.1 Proposal and Adoption.** The Board of Directors or thirty percent (30%) of the voting interests may propose an amendment to these Bylaws. These Bylaws may be amended upon the affirmative approval of at least two-thirds (2/3) of the eligible voting interests present (in person or by proxy) and voting at a duly-noticed membership meeting at which a quorum is obtained.

**13.2 Certificate of Amendment.** The Association shall record a copy of each amendment to these Bylaws in the Public Records of Charlotte County, Florida along with a Certificate of Amendment executed by the appropriate officers of the Association with the formalities of a deed.

## **ARTICLE 14. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS**

**14.1 Indemnity.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer or committee member of the Association, against expenses (including trial and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceedings, unless: (1) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith, nor in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (2) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the Members, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by Florida law.

**14.2 Expenses.** To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article 14.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including trial and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

**14.3 Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of any undertaking by or on behalf of the affected director, officer, or committee member to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article, or as otherwise permitted by law.

14.4 **Miscellaneous.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

14.5 **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

## **ARTICLE 15 MISCELLANEOUS**

15.1 **Definitions.** All terms used in these Bylaws have the same meaning, to the extent applicable, as set forth in Chapter 720, Florida Statutes, as subsequently amended from time to time (herein, the "Homeowners Association Act") and the Declaration of Covenants and Restrictions for Gulf Cove Point Subdivision, as subsequently amended from time to time.

15.2 **Parliamentary Rules.** Robert's Rules of Order (then current edition) shall guide the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these Bylaws.

15.3 **Conflicts.** If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration and/or these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

15.4 **Validity.** If any Bylaw, clause, term or paragraph is adjudicated to be invalid, such fact shall not affect the validity of any other Bylaw, clause, term or paragraph.

15.5 **Notices.** Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid: if to an Owner or Member, at the address which the Owner or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of the Owner or Member; or if to the Association, the Board of Directors, or the manager for the Association at the principal office of the Association or the manager, if any, or at such other address as shall be designated by notice in writing to the Owners pursuant to this Article.

15.6 **Attorney's Fees and Waiver.** The Association may also charge a Lot for any reasonable attorney's fees and costs incurred in obtaining compliance by the Owner or tenant thereof and such charge shall be payable and collectible in the same manner as an assessment by the Association as provided in the Declaration. The failure to enforce any provision of the Declaration or Rules and Regulations shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation

occurring prior or subsequent thereto. Failure to enforce same shall not give rise to any liability on the part of the Association with respect to parties aggrieved by such failure

**15.7 Cumulative Rights.** All rights, remedies and privileges granted to the Association hereunder shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by the Association's governing documents, or at law or in equity.

**15.8 Interpretation.** The provisions of the governing documents shall be liberally construed to effectuate its purpose of creating a uniform plan for the effective and efficient operation of a subdivision. In the event any term or provision of the Declaration of Covenants, Articles of Incorporation or Bylaws is ambiguous, the Board of Directors shall provide an interpretation of the ambiguity, which interpretation shall be binding on all parties, unless wholly unreasonably.