

**SECOND AMENDED AND RESTATED**

**BYLAWS**

**OF**

**SEA VILLA APARTMENTS, INC.**

*[Substantial rewording of Bylaws. See original Bylaws and prior amendments for present text.]*

The Members of SEA VILLA APARTMENTS, INC. (the "Association") adopt these Second Amended and Restated Bylaws. These Second Amended and Restated Bylaws replace and supersede the original Bylaws and all previous amendments thereto. The Original Declaration of Condominium for SEA VILLA APARTMENTS was recorded at Official Records Book 676, Page 94 *et seq.* in the Public Records of Sarasota County, Florida.

**ARTICLE I.  
IDENTITY**

1.1 Corporate Documents: These are the Bylaws of SEA VILLA APARTMENTS, INC. called "Association" in these Bylaws, a corporation not-for-profit under the laws of the State of Florida, the original Articles of Incorporation of were filed in the office of the Secretary of State on April 4, 1967. The terms used in these Bylaws shall have the same meaning as defined in the Declaration of Condominium of SEA VILLA APARTMENTS, INC., A CONDOMINIUM and in the Florida Condominium Act, except as the context shall elsewhere require.

1.2 Purpose: The Association has been organized for the purpose of administering a Condominium pursuant to Chapter 718, Florida Statutes, as amended from time to time, called "the Florida Condominium Act" in these Bylaws, which Condominium is identified by the name, SEA VILLA APARTMENTS, INC., A CONDOMINIUM, and is located upon certain lands in Sarasota County, Florida.

1.3 Seal: The Seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

1.4 Definitions. All terms used in these Bylaws have the same meaning, to the extent applicable, as set forth in the Association's Articles of Incorporation, the Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes), all as subsequently amended or renumbered from time to time.

**ARTICLE II.  
MEMBERS**

2.1 Qualification: The members of the Association shall consist of all of the record owners of Units in the Condominium. There are twenty (20) Units. Each Unit shall be entitled to one (1) vote at Association membership meetings, notwithstanding that the same owner may own more than one (1) Unit.

2.2 Change of Membership: After receiving the approval of the Association as required in the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing a record title to a Unit in the Condominium, and the delivery to the Association of a certified copy of such instrument, the owner designated by

such instrument thereby becoming a member of the Association. The membership of the prior Unit owner shall be thereby terminated. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium Association during the period of the membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

2.3 Voting Rights: There are twenty (20) Units. Each Unit shall be entitled to one (1) vote at Association membership meetings, notwithstanding that the same owner may own more than one (1) Unit. The manner of exercising such voting rights shall be determined by these Bylaws. The term "majority" as used in these Bylaws and in the Declaration of Condominium and Articles of Incorporation in reference to voting by Unit owners, Association members and the Board of Directors shall mean more than 50%.

2.4 Manner of Casting Votes. The following persons shall be authorized to cast a vote on behalf of a Unit depending on the specific ownership interest:

a. Individual Person. If a Unit is owned by one (1) natural person, that person has the right to cast a vote on behalf of the Unit. No Voting certificate shall be required.

b. Voting for Units Jointly Owned. If a Unit is owned jointly by two or more natural persons, then any of the record Unit owners of the Unit may cast the vote for such Unit. However, if more than one Unit owner of a Unit shall cast a vote for the Unit, and the votes conflict, no vote shall be counted for the Unit and further provided that if a ballot is provided for a vote at a meeting it shall be provided only to the first Unit owner of the Unit who claims it.

c. Corporation. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a Voting certificate signed by the president or vice president of the corporation and attested by the secretary or assistant secretary of the corporation.

d. LLC. If a Unit is owned by a Limited Liability Company ("LLC"), the person entitled to cast the vote for the Unit shall be designated by a Voting certificate signed by any member or managing member of the LLC.

e. Partnership. If the Unit is owned by a partnership, the person entitled to cast the vote for the Unit shall be designated by a Voting certificate signed by a partner.

f. Trust. If the Unit is owned by a trust, the person entitled to cast the vote for the Unit shall be designated by a Voting certificate signed by the trustee of the trust.

2.5 Voting Certificate. All Voting certificates must be filed with the Association. A Voting certificate shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote conferred by Unit ownership may be revoked by any Unit owner.

2.6 Restraint Upon Assignment of Shares and Assets: The share of a member in the funds and the assets of the Association cannot be assigned, hypothecated, or transferred in any manner as an appurtenance to the Unit.

**ARTICLE III.  
MEETINGS OF MEMBERS**

3.1 Annual Meeting: The annual meeting of the members shall be held at a time and place determined from time to time by the Board of Directors, for the purpose of electing Directors and transacting any other business authorized to be transacted by the members.

3.2 Special Meetings: Special meetings of the members shall be held whenever called by the President or by a majority of the entire Board of Directors, and must be called by the President upon receipt of a written request from members entitled to cast 20% votes of the entire membership. The business conducted at a special meeting of the members shall be limited to the agenda as stated in the Notice of the Meeting.

3.3 Notice of Member Meetings: Notice of a meeting of members shall state the time, place, date and the purpose for which the meeting is called. The notice shall include an agenda and shall be given by the President, Vice-President or Secretary. A copy of the notice shall be continuously posted at the designated locations on the Condominium property not less than fourteen (14) days before the meeting. The notice of any members' meeting shall be provided to every member by one of the following methods: (1) mailed postpaid and correctly addressed to the member's address shown in the current records of the Association, or (2) be hand delivered to the member who must in that event sign a receipt, or (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the member has consented to receive notice. Each member bears the responsibility of notifying the Association of any change of address. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Association. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the meeting. Proof of notice shall be given by affidavit.

3.4 Quorum: A quorum at a meeting of the members shall consist of the persons entitled to cast a majority (51%) of the votes of the entire membership of the Association. The actions approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration, the Articles of Incorporation, these Bylaws or the Florida Condominium Act.

3.5 Proxies: Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the unit and filed with the management agent or Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a unit as set forth in the Bylaws. Except as specifically provided in this paragraph, members may not vote by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Declaration, the Articles of Incorporation, or Bylaws; and for any other matter which the Florida Condominium Act requires or permits a vote of the unit owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. No proxy may be used to vote on the election of directors. The election of directors shall be in accordance with the Florida Condominium Act.

An executed proxy appearing to have been transmitted by the proxy giver, including a facsimile or equivalent reproduction of a proxy, is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.

3.6 Adjournments: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.7 Order of Business: if a quorum has been attained, the order of business at Annual Members Meetings, and if applicable at other members meetings shall be:

- a. Call to order by the President;
- b. Collection of Director ballots;
- c. Appointment of two (2) inspectors of election and tallying of director ballots;
- d. At the discretion of the President, appointment by the President of a chairperson of the meeting.
- e. Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the owners represented in person, and by proxy;
- f. Proof of notice of the meeting or waiver of notice;
- g. Reading and disposal of unapproved minutes;
- h. Reports of Officers;
- i. Reports of Committees;
- j. Unfinished business;
- k. New business;
- l. Announcement of elected Directors;
- m. Adjournment.

3.8 Minutes of Meetings: The minutes of all meetings of Unit owners shall be kept available for inspection by Unit owners or their authorized representatives at any reasonable time. The Association shall retain these as required pursuant to the Condominium Act. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

3.9 Vote Required to Make Decisions. When a quorum is obtained at any membership meeting, the vote of a majority of the eligible Voting Interests present, in person or by proxy, shall decide any question brought before the meeting, unless the Declaration of Condominium, Bylaws or any applicable statute provides otherwise, in which event the vote prescribed by the Declaration of Condominium, Bylaws or such statute shall control.

3.10 Written Action by Members. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the required number of eligible Voting Interests of the Association entitled to vote with respect to the subject matter thereof. Such action by written agreement shall comply with the procedural requirements of Section 617.0701(4), Florida Statutes.

#### **ARTICLE IV. DIRECTORS**

Number, Term, and Qualifications: The business of the Association shall be managed by a Board of Directors consisting of five (5) members of the Association. Each elected Director shall, barring recall, resignation, disqualification or death, hold office until the expiration of his or her term and until his or her successor shall have been elected and qualified. The Board of Directors may increase or decrease the number of Directors upon notice at

least ninety (90) days prior to the Annual Meeting and a majority vote of the Board of Directors present at such meeting. However, any decrease shall be no greater than the number of terms expiring at the next immediate annual meeting of the Members. In no event shall the Board of Directors consist of less than three (3) Directors. In the event of an increase or decrease in the number of Directors, the terms of Directors shall be staggered. If necessary to re-implement staggering of director terms of office at any time, the Board of directors may temporarily assign a one (1) year term of office.

A Director must be a natural person who is at least eighteen (18) years of age or older. A Director must be Unit owner, the spouse of a Unit owner, or the designated voter of a Unit that is not owned by a natural person. All director candidates shall be in good financial standing with the Association. In the event an incumbent director becomes ninety (90) days or more delinquent in the payment of any monetary obligation to the Association, such director will no longer qualify to serve on the Board of Directors and will be deemed to have abandoned his/her position as a director. Co-owners of a Unit cannot simultaneously serve on the Board of Directors unless they own more than one (1) Unit or unless there are not enough eligible candidates to fill the vacancies on the Board of Directors at the time of the vacancy. When a Unit is owned by a corporation, a partnership, a trust, or similar entity, the Unit's voting representative, as designated pursuant to the Bylaws, shall be eligible for Board of Directors membership. A settlor of a trust, a resident trust beneficiary and the spouses of such persons shall be considered eligible for Board of Directors membership. 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 paying their monetary obligations to the Association is not eligible to serve as a director. Any person who has been suspended or removed from serving as a director by the Division of Florida Condominiums, Timeshares and Mobile Homes is not eligible to serve as a director of the Association.

Within ninety (90) days after being elected or appointed to the Board of Directors, each newly elected or appointed director shall certify in writing to the secretary of the Association that he or she has read the Association's Declaration of Condominium, Articles of Incorporation, Bylaws, and current Rules and Regulations; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully uphold such documents to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members. In lieu of this written certification, the newly elected or appointed director may submit a certificate of satisfactory completion of the educational curriculum administered by a division-approved condominium education provider. A director who fails to timely file the written certification or educational certificate is suspended from service on the Board of Directors until he or she complies with this requirement. The Board of Directors may temporarily fill the vacancy during the period of suspension. The secretary shall cause the Association to retain a director's written certification or educational certificate for inspection by the members for five (5) years after a director's election or appointment. Failure to have such written certification or educational certificate on file does not affect the validity of any action.

**Election and Term:** Directors shall be elected for two (2) year terms to fill the vacancies of those Directors whose terms are then expiring. All Directors shall serve until their respective successors shall have been duly elected and qualified, or until their earlier resignation or removal. If necessary to re-implement staggering of director terms of office at any time, the Board of directors may temporarily assign a one (1) year term of office.

The ballot prepared for the annual meeting election shall list all Director Candidates in alphabetical order by surname. There shall be no nominations from the floor on the date of or during the election. The members of the Board of Directors shall be elected by written ballot. Proxies may not be used in electing the Board of Directors in general elections or elections to fill vacancies caused by recall, resignation or otherwise. At least sixty (60) days before a scheduled election, the Association shall mail, deliver or electronically transmit a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice of his or her intent to be a candidate to the Association at least forty (40) days before a scheduled election. Together with the written notice and agenda, the Association shall mail, deliver, or electronically transmit a second notice of the election to all unit owners entitled to vote, together with a ballot that lists all candidates. Upon

request of a candidate, an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate at least thirty-five (35) days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The division shall by rule establish voting procedures, including rules establishing procedures for giving notice by electronic transmission and rules providing for the secrecy of ballots. Elections shall be decided by a plurality of those ballots cast. There is no quorum requirement; however, at least twenty (20) percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. A unit owner may not permit any other person to vote his or her ballot, and any ballots improperly cast are invalid, provided any unit owner who violates this provision may be fined by the Association. A unit owner that needs assistance in casting the ballot, for reasons of being handicapped, may obtain such assistance. The regular election must occur on the date of the annual meeting. However, an election is not required unless there are more candidates who file notices of intent to run than there are board member vacancies to be filled.

4.1 *Replacement and Renewal: Any vacancy in the Board of Directors shall be filled by the remaining Directors for the unexpired term, except as provided otherwise, upon a removal of a Director, in the Florida Condominium Act. Said act shall also govern the removal of Directors.*

a. A vacancy on the Board of Directors caused by the expiration of a director's term shall be filled by electing a new board member, and the election must be by secret ballot. However, if the number of vacancies on the Board of Directors equals or exceeds the number of candidates, an election is not required. If the number of Board members whose terms have expired exceeds the number of eligible members showing interest in or demonstrating an intention to run for the vacant positions, each Board member whose term has expired is eligible for reappointment to the Board of Directors and need not stand for reelection. Co-owners of a Unit may not serve as members of the Board of Directors at the same time unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board of Directors at the time of the vacancy.

b. A person who has been suspended or removed by the Department of Business and Professional Regulation, or who is delinquent in the payment of any fee, fine, or special or regular Assessment, is not eligible for Board membership. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in this state, is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board. The validity of an action by the Board is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony.

c. A director or officer more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned his or her office, creating a vacancy in the office to be filled according to law.

d. A director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property must be removed from office, creating a vacancy in the office to be filled according to law until the end of the period of the suspension or the end of the director's term of office, whichever occurs first.

e. If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.

f. If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes, governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall but prior to the designation of successor directors sufficient to constitute a quorum.

g. For the purposes of the foregoing provisions, in order to establish a quorum at the Board of Director's meeting held to elect a replacement member to the Board of Directors, it shall be necessary only for a majority of the remaining directors to attend the meeting, either in person or by telephone conference participation. No other business may be transacted at the meeting until quorum of the entire Board of Directors is present.

h. Any or all directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. The question shall be determined separately as to each director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of meeting is given.

4.2 Organizational Meeting: An organizational meeting of the Board of Directors shall be held immediately upon adjournment of each annual meeting of the members, if so announced at that annual meeting, or within ten (10) days thereafter upon notice to the members and Directors as required by law.

4.3 Regular Meetings: Regular meetings of the Board of Directors shall be held in Sarasota County at a location and at such times as shall be determined by a majority of the directors. Except for meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board of Directors shall be open to all Unit owners who may participate in accordance with the written policy established by the Board of Directors. Notice of such meetings shall be posted at a designated location on the Condominium property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which regular monthly Assessments are to be considered shall contain a statement that Assessments will be considered and the nature of such Assessments. Written notice of any meeting at which a non-emergency special Assessment, or at which amendment to Rules and Regulations regarding unit use will be considered, shall be provided to the members via one of the methods set forth in these Bylaws posted at designated locations on the Condominium property not less than 14 continuous days prior to the meeting. The notice shall state the nature, estimated cost, and description of each purpose to be funded by the special Assessment. Evidence of compliance with the 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.

4.4 Special Meetings: Special meetings of the Board of Directors may be called by the President, and must be called by the President or Secretary at the written request of a majority of the Board of Directors of the Association. Special meetings of the Board of Directors shall be noticed and conducted in the same manner as provided herein for regular meetings. Members representing not less than twenty (20%) percent of the total voting interests may petition for an item of business to be discussed at a special Board of Directors meeting.

4.5 Notice of Directors: Notice of Board of Directors meetings shall be given to Board members personally or by mail, telephone, email, or by facsimile transmission which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any director

may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.6 Quorum: A quorum at Directors 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 when approval by a greater number of Directors is required by Declaration, the Articles of Incorporation, these Bylaws or the Florida Condominium Act. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called for may be transacted without further notice.

4.7 Directors Fees: The Directors shall serve without compensation, fees or any form of remuneration.

4.8 Presiding Officer: The presiding officer at the directors' meetings shall be the President. In the absence of the President, the Vice-President will serve as presiding officer. If both the President and Vice-President are not present, the directors present may designate any person to preside.

4.9 Order of Business: If a quorum has been attained, the order of business at Director's Meetings shall be:

- a. Call to order by the President;
- b. At the discretion of the President, appointment by the President of a chairperson of the meeting.
- c. Proof of notice of the meeting;
- d. Calling of the roll and determination of a quorum;
- e. Reading and disposal of unapproved minutes;
- f. Reports of Officers;
- g. Reports of Committees;
- h. Unfinished business;
- i. New business;
- j. Adjournment.

4.12 Voting Responsibilities of Directors: Directors present at board meetings have a duty to either vote or abstain due to an asserted conflict of interest. Not voting is presumed as assenting to the action taken by the Board of Directors. A director who abstains from voting on any action taken on any corporate matter is presumed to have taken no position regarding the action. The minutes are to show a vote or abstention for each Board member present. Directors may not vote by proxy or by secret ballot at Board meetings, except that officers may be elected by secret ballot.

4.13 Minutes of Meetings: The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period as required by the Condominium Act. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

## **ARTICLE V. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All the powers and duties of the Association existing under the Declaration of Condominium, the Articles of Incorporation, these Bylaws, the Florida Condominium Act, the Florida Not for Profit Act, and other applicable law or

authority shall be exercised exclusively by the Board of Directors, its agent, contractors or employees, subject only to the approval of the Unit owners when such approval is specifically required.

## **ARTICLE VI. OFFICERS**

6.1 **Officers and Election:** The executive officers of the Association shall be a President, who shall be a Director; a Vice-President, who shall be a Director; a Treasurer; and a Secretary, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed (as an officer, but not as a Director) by majority vote of the Directors at any meeting. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

6.2 **President:** The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of President of a condominium association, including but not limited to the power to appoint committees from time to time, from among the members or others, to assist in the conduct of the affairs of the Association. The President shall serve as Chairman at all Board and membership meetings.

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

6.4 **Secretary:** The Secretary shall keep the minutes of all proceedings of the Board of Directors and the members. The Secretary shall attend to the giving and serving of all notice to the members and Directors and other notices required by law and the Condominium documents. The Secretary shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of Secretary of a condominium association, as may be required by the Board of Directors or the President. The Board of Directors may delegate some or all of the duties of the Secretary to a manager or management company of the Association who may also keep the Official Records.

6.5 **Treasurer:** The Treasurer shall have the custody of all the property of the Association including the funds, accounts, securities and any evidence of indebtedness. The Treasurer shall keep or cause the keeping of the books of the Association in accordance with generally accepted accounting principles, shall provide for collection of Assessments and shall perform all other duties incident to the office of Treasurer. The Board of Directors may delegate some or all of the duties of Treasurer to a manager, management company or accountant of the Association. The Treasurer shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors. The Treasurer shall ensure that audits are completed in a timely manner pursuant to and in accordance with the Florida Condominium Act.

6.6 **Compensation:** The compensation and benefits of all employees of the Association shall be fixed by the Board of Directors. Neither Directors nor Officers shall receive compensation for their services.

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

6.8 Resignations: Any director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all units owned by any director or officer shall constitute a resignation of such director or officer without need for a written resignation. Any officer or director delinquent in the payment of regular Assessments in excess of ninety (90) days shall be deemed to have abandoned office as provided in the Florida Condominium Act.

6.9 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

## **ARTICLE VII. COMMITTEES**

7.1 Appointment: All members and chairpersons of all Committees of the Association shall be appointed, and may be removed, by the Association President. The President may from time to time in any instance delegate that authority to one or more members of the Board of Directors or to a Committee chairperson.

7.2 Term of Office. Each member of a Committee shall continue as such until his or her successor is appointed, unless the committee is terminated sooner or the member is removed from the Committee by the Board or the member resigns, or unless such member shall cease to qualify as a member thereof.

7.3 Quorum. A Committee may act only when a quorum, a simple majority, is present. The act of a majority of the committee members present at a committee meeting at which a quorum is present shall be the act of the committee.

7.4 Ad Hoc Committees: Other Committees, created for a limited time and purpose, may be created from time to time by the President or by the Board of Directors. All Committees shall have an odd number of members.

7.5 Procedures: The Budget and Finance Committee and any committee with authority to take action on behalf of the Board of Directors (rather than merely make recommendations) shall follow the same procedures as the Board of Directors with regard to posting or mailing of meeting notices for Unit owners, agendas and attendance and participation by Unit owners, as required by the Florida Condominium Act. All other Committees shall establish and follow their own procedures, as such Committees deem appropriate from time to time.

7.6 Authority. Committees shall have no authority to commit the Association to any expenditure of Association funds, and shall only be responsible for making recommendations to the Board of Directors.

## **ARTICLE VIII. FISCAL MANAGEMENT**

The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

8.1 Fiscal Year: The fiscal year of the Association shall be the calendar year, January 1 through December 31.

8.2 Accounts: Receipts and expenditures of the Association shall be credited and charged to operating and reserve accounts in accordance with state law and generally accepted accounting principles.

8.3 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

8.4 Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Board of Directors may authorize the pledge and assignment of any regular or special Assessment(s) and the lien rights of the Association as security for the repayment of such loan(s), but may not pledge reserves without the prior approval of a majority of the Voting Interests present (in person or by proxy) at a duly-noticed membership meeting.

8.5 Checks, Drafts, etc. All checks, drafts or orders for payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by two (2) or more Officers. If two (2) Officers are not available then a check may be signed by one (1) Officer and one (1) agent of the Association, and in such manner as shall be determined by resolution of the Board of Directors, from time to time.

8.6 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select. All deposits must be insured by the FDIC, FSLIC or comparable government insurance. Alternatively, the Association may deposit funds with brokerage houses or institutions which are members of the National Association of Securities Dealers, Inc. and insured by SIPC or equivalent industry insurance. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Board of Directors.

8.7 Reserves: In addition to operating expenses, the proposed budget must include provisions for funding reserve accounts for capital expenditures and deferred maintenance as required by Section 718.112(2)(f), Florida Statutes. These mandatory accounts are further regulated by Rule 61B-22.005, Florida Administrative Code, which contains rules regulating reserves. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which deferred maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The rules allow the use of either of two formulas referred to as the Straight Line Method and the Pooling Method for calculating reserves. The rules further provide that all reserve accounts must be included in the proposed annual budget and shall not be waived or reduced prior to the delivery of the proposed annual budget to the members.

The reserves must be funded unless the members determine, by vote of not less than a majority of those members who are present in person or by proxy at a duly noticed and convened membership meeting, to fund no reserves, or less than adequate reserves, for a fiscal year. The funds in reserve accounts established under this Section, and all interest earned on the accounts, shall be used only for the purposes for which the reserve accounts are established, unless use for another purpose is approved in advance by vote of not less than a majority of those members who are present in person or by proxy at a duly noticed and convened membership meeting. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

8.8 Budget: The Board of Directors shall endeavor to adopt an annual calendar year budget of Common Expenses for the Condominium in accordance with the timeline listed below. A preliminary budget shall be prepared under the supervision of the Treasurer, in cooperation with the management agent and/or a budget Committee, if appointed by the President. All Committee meetings necessary for the preparation of the preliminary and final budget must be noticed and open to all Unit owners.

In addition to the statutory reserves described in Section 8.7 above, or in place of them if the members so vote, the Board of Directors may establish one or more additional Operational Reserve Accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special Assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board of Directors.

The Board of Directors shall consider the preliminary budget at the October or November Board meeting and further discuss and vote on the preliminary budget, as amended up or down, at the November or December Board meeting. Copies of the preliminary budget, and a notice stating the time, date and place of the meeting(s) of the Board of Directors at which the budget will be considered or adopted, shall be provided to all members via one of the methods set forth in these Bylaws not less than fourteen (14) days before the meeting(s). The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications.

The Board of Directors may for any budget year submit the budget for a vote of the members and shall submit the budget for a vote upon petition of the members of the Association as required, and in the manner provided by the Florida Condominium Act. Upon adoption, the budget may be amended at any time by the Board of Directors. The members shall be notified of any budget amendment as soon as practicable after it is adopted.

8.9 Annual Budget Assessment: The annual shares of the Unit owners for the Common Expenses shall be made payable in installments due monthly or quarterly in advance and shall become due on the first day of each month or quarter in advance, as the Board of Directors shall determine. The Board of Directors shall have the right to accelerate Assessments through the end of the applicable calendar year of a Unit owner delinquent in the payment of Assessments. Any such accelerated Assessments shall be due and payable on the date a claim of lien is recorded.

8.10 Special Assessments. The Board of Directors may levy special Assessments as it determines appropriate. Notice of the meeting of the Board of Directors at which such special Assessments shall be considered shall be posted and transmitted to each Unit Owner as provided in these Bylaws, except in the event of an emergency. The funds collected pursuant to a special Assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board of Directors, either be returned to the Unit Owners or applied as a credit towards future Assessments or transferred to reserves.

8.11 Common Surplus. At the end of the Association's fiscal year, any common surplus remaining in the operating component of the annual budget shall be either rolled over to the next fiscal year by vote of the Board of Directors or returned to the Unit owners in accordance with the respective Unit's share of the surplus as set forth in the Declaration and, likewise, in the event of a deficiency, the same shall be immediately assessed against the various Units by the Board of Directors and be payable by the various Units within thirty (30) days after notice of Assessment.

8.12 Depository: The funds of the Association shall be deposited and maintained in such bank, savings and loan association or other federally insured depository or depositories as shall be designated from time to time by the Directors. Withdrawal of money from such accounts shall be only by checks or other appropriate instruments signed by such persons as are authorized by the Board of Directors.

8.13 Commingling: All Association funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, no agent, employee, Officer, or Director of the Association shall commingle any Association funds with his or her funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

8.14 Fidelity Bonds: The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 718.112(2)(j), Florida Statutes, for each person, whether or not a Director, who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

8.15 Accounting Records: The Association shall maintain accounting records which identify, measure, record and communicate financial information in sufficient detail to determine revenues and expenses or receipts and disbursements attributable to all operations of the Association. All accounting records for the Association shall be kept in accordance with generally accepted accounting principles and shall be maintained as required by the Condominium Act.

8.16 Suspension of Use Rights. In the event that a Unit owner is delinquent for more than ninety (90) days in paying a fine, fee or other monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the rights of the Unit owner and such Unit owner's occupant, licensee, tenant, guest or invitee to use the Common Elements, common facilities or any other Association Property. The suspensions permitted pursuant to Section IX herein apply to a Unit owner and, when appropriate, any tenant, guest, or invitee, even if the delinquency or failure or refusal that resulted in the suspension arose from less than all of the multiple Units owned by the Unit owner.

8.17 Suspension of Voting Rights. In the event that a Unit owner is delinquent for more than ninety (90) days in paying a fine, fee or other monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the voting rights of such Unit owner. Such a suspension ends upon full payment of all monetary obligations currently due or overdue the Association.

8.18 Extraordinary Assessments. If the Association shall be required to perform any maintenance, repairs or replacement work on any Unit for which an individual owner or owners are financially responsible hereunder, the Association may proceed to make an extraordinary Assessment against such Unit and the Unit owner(s) thereof for the cost of the work performed to recover the actual amounts expended by the Association in making or causing to be made such repair, maintenance or replacement work plus, in the event such work was attributable to any of the acts specified within the Declaration, an amount, to be determined by the Board of Directors not to exceed twenty-five percent (25%) of the total amount thereof to cover overhead and administrative costs of the Association. The Board of Directors may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board of Directors, may constitute a lien against the Condominium Property. When less than all of the Unit owners are responsible for the existence of any such lien, the Unit owner(s) responsible shall be jointly and severally liable for any payment necessary to discharge the same and for all costs and expenses, including reasonable attorneys' fees, incurred by reason of such lien and the Association may impose an extraordinary Assessment. The Association may also make an extraordinary Assessment against a Unit owner and his Unit to recover any amount paid by the Association for which an extraordinary Assessment may be levied as provided within the Declaration or these Bylaws.

8.19 **Liability for Assessments and Charges.** A Unit owner shall be liable for all Assessments and charges coming due while the owner of a Unit, and such owner and owner's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid Assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of the Common Elements or Condominium Property or by abandonment of the Unit for which the Assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure or deed-in-lieu of foreclosure, such first mortgagee and its successors and assigns shall only be liable for such Unit's Assessments, charges, or share of the Common Expenses which became due prior to acquisition of title as provided in Section 718.116, Florida Statutes, as subsequently amended from time to time.

8.20 **Liens for Assessments.** The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, interest, late fees, and reasonable attorney's fees incident to collection, including appeals, shall be secured by a continuing lien upon the Unit. The lien shall relate back to and be effective from the recording of the Original Declaration of Condominium.

8.21 **Lien for Charges.** Unpaid charges due to the Association together with costs, interest, late fees, and reasonable attorney's fees incident to collection shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

8.22 **Collection — Interest; Administrative Late Fee; Application of Payments.** All Assessments or charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days after the date due shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest, the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of an Assessment for which payment is late, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or charges which are accrued, but not yet due, in the manner provided by law. Payments received are first applied to accrued interest, then to any late fee, then to any costs and collection expenses, then to any reasonable attorney's fees incident to collection, and then to the principal Assessment itself first in time. Except as otherwise provided in the Condominium Act, no lien may be filed by the Association against a Unit until thirty (30) days after the date on which a notice of intent to file a lien has been transmitted to the Unit owner pursuant to Section 718.121(4), Florida Statutes.

8.23 **Collection — Suit.** The Association, at its option, may enforce collection of delinquent Assessments or charges by suit at law, by foreclosure of the lien securing the Assessments or charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association must deliver or mail by certified mail to the Unit owner a written notice of its intention to foreclose the lien as provided by law.

#### 8.24 **Financial Reports:**

Financial reports shall be created, maintained and reported in accordance with Section 718.111(13) of the Florida Condominium Act. Within ninety (90) days after the end of the fiscal year, or annually on a date provided in the Bylaws, the Association shall prepare and complete a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed, but not later than 120 days after the end of the fiscal year or other date provided in the Bylaws, the Association shall mail to each Unit owner at the address last furnished to the Association by the Unit owner, or hand deliver to each Unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Unit owner, without charge, upon receipt of a written request from the Unit owner.

Florida Statute 718.111(13) requires Associations that operate fewer than seventy-five (75) units or has revenues of less than \$100,000 must prepare an annual fiscal report of cash receipts and expenditures in lieu of financial statements. A report of cash receipts and disbursements must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications in the operating fund. The report of cash receipts and disbursements shall also include a summary of Association reserves including a good faith estimate disclosing the annual amount of reserve funds that would be necessary for the Association to fully fund each reserve account based on the straight-line accounting method, plus the following financial information components: (1) the beginning balance in each reserve account and the amount of Assessments and other revenues collected; (2) the amount expended or removed from each reserve account including but not limited to transfers to other Association accounts; (3) the balance in each reserve account at the end of the period covered by the report; and (4) any appropriate notes needed to clearly explain changes in each reserve account. An Association may not waive the financial reporting requirements for more than three (3) consecutive years.

In addition to the annual financial report of cash receipts and disbursements, the Association shall prepare financial statements not less frequently than quarterly, which shall be distributed as authorized by the Florida Condominium Act, or available to Unit owners, as determined by the Board of Directors from time to time. All Association financial reports shall be prepared in accordance with generally accepted accounting principles and all other applicable standards and law.

#### **ARTICLE IX ENFORCEMENT FINES.**

9.1 Authority. In addition to other remedies provided to the Association for enforcement of the Condominium Documents and Rules and Regulations, the Association may levy reasonable fines for the failure of the Unit owner or its occupant, tenant, licensee or invitee to comply with any provision of the Condominium Documents and Rules and Regulations.

9.2 Amount. Each fine shall be in an amount determined in each instance as provided herein not to exceed the amount of One Hundred Dollars (\$100.00). However, a fine for a continuing violation may be in an amount up to One Hundred Dollars (\$100.00) for each day thereof not to exceed the total aggregate amount of One Thousand Dollars (\$1,000.00).

9.3 Notice. A fine levied by the Board of Directors may not be imposed unless the Board of Directors first provides at least fourteen (14) days' written notice and an opportunity for a hearing to the Unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a Committee, appointed by the President of the Association, of other Unit owners who are neither Board members nor persons residing in a Board member's household. The role of the committee of other Unit owners is limited to determining whether to confirm or reject the fine levied by the Board of Directors. If the Committee does not confirm the fine, the fine may not be imposed.

9.4 Hearing. At the hearing the committee shall consider all evidence and testimony presented at the hearing prior to the determination whether to confirm or reject the fine levied by the Board of Directors. After a fine is levied by the Board of Directors and confirmed by the committee, the Association shall provide a written demand for payment to the Unit owner and violator.

9.5 Failure to Pay. The owner of the Unit shall be jointly and severally liable for the payment of a fine levied against the owner's tenant, resident invitee, occupant, licensee, guest or visitor or any other person using the Unit or Common Elements with the permission of the Unit owner. If not paid within thirty (30) days, a fine shall accrue interest at the highest rate allowed by law (currently 18%) and shall be subject to a late payment fee of \$25. The Association may also elect to post and maintain an unpaid fine on the owner's account for a period not to exceed ten

(10) years. The owner shall be liable for all attorney's fees and costs incurred by the Association incident to the levy or collection of a fine, including but not limited to attendance by the Association's attorney at the hearing and the filing and prosecution of a lawsuit. A fine may not become a lien on a Unit unless otherwise provided for in the Florida Condominium Act.

9.6 Other Remedies. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Association's Board of Directors to pursue other means to enforce its Condominium Documents, including but not limited to arbitration, a legal action for damages or injunctive relief. In the event such other enforcement methods are pursued, the Association shall not be required to comply with the procedures and provisions of this Article 9.

9.7 Suspension for Noncompliance. The Association may also suspend, for a reasonable period of time, the right of a Unit owner, or a Unit owner's tenant, guest, or invitee, to use the Common Elements, Common Facilities, or any other Condominium Property for failure to comply with any provision of the Condominium Documents. Any suspension imposed hereunder does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit or parking spaces. A suspension for noncompliance may not be imposed without at least fourteen (14) days' notice to the person sought to be suspended and an opportunity for a hearing before a committee.

9.8 Suspensions for Delinquency. If a Unit owner is more than ninety (90) days delinquent in paying a fee, fine, or other monetary obligation due to the Association, the Association may suspend the right of the Unit owner or the Unit's occupant, tenant, licensee, or invitee to use Common Elements and facilities or any other Association Property until the fee, fine, or other monetary obligation is paid in full. Such suspension shall not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit and parking spaces. The Association may also suspend the voting rights of a Unit or Unit owner due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Unit or Unit owner which has been suspended by the Association shall be subtracted from the total number of Voting Interests in the Association, which shall be reduced by the number of suspended Voting Interests when calculating the total percentage or number of all Voting Interests available to take or approve any action, and the suspended Voting Interests shall not be considered for any purpose, including, but not limited to, the percentage or number of Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests required to conduct an election, or the percentage or number of Voting Interests required to approve an action under the Condominium Act, the Declaration, the Articles of Incorporation, or the Bylaws. All suspensions imposed pursuant to this Article shall be approved at a properly noticed meeting of the Board of Directors but do not require notice or an opportunity for hearing.

## **ARTICLE X. PARLIAMENTARY RULES**

Roberts Rules of Order, the latest edition, shall govern the conduct of all meetings of the Association and the Board of Directors when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or procedural rules adopted (as authorized by those condominium documents or the law) by the Board of Directors or by the members.

**ARTICLE XI.  
AMENDMENT**

These By-Laws may be amended in the following manner:

11.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

11.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than four (4) owners. After such proposal, membership approval of a proposed amendment must be by not less than a majority (51%) of the voting interests of the Association.

11.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County.

**ARTICLE XII.  
RULES AND REGULATIONS**

The Board of Directors may, from time to time, adopt, amend or add to Rules and Regulations governing the use of Units, Common Elements, Limited Common Elements, Condominium Property, and the operation and administration of the Association. However, any Board-promulgated Rule or Regulation may be rescinded or amended upon the written action of a majority of the total voting interests of the Association. Copies of adopted, amended or additional Rules and Regulations shall be furnished by the Board of Directors to each Unit owner not less than thirty (30) days prior to the effective date thereof, and shall be valid and enforceable notwithstanding whether recorded in the public records.

**ARTICLE XIII.  
MANDATORY ARBITRATION DISPUTES**

Prior to commencing litigation, unresolved disputes between the Board of Directors and unit owners as defined in Section 718.1255(1), Florida Statutes, must be submitted to arbitration or mediation as provided in the Florida Condominium Act. This provision shall be in effect only so long as the Florida Condominium Act mandates such proceedings.

**ARTICLE XIV.  
DOCUMENT CONFLICT**

If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the Rules and Regulations.

**ARTICLE XV.  
BOOKS AND RECORDS**

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees, when required by law, and shall keep at the principal office a record giving the names and addresses of the Members entitled to vote. All official records of the Association shall be available for inspection and photocopying by Unit owners or their authorized representative pursuant to the Florida Condominium Act. The right to inspect the official records includes the right to make or obtain copies at a reasonable expense.

**ARTICLE XVI.  
ROSTER OF UNIT OWNERS.**

Upon acquisition of title, each Unit owner shall promptly file with the Association a copy of the recorded deed or other instrument conveying ownership of his or her Unit along with the Unit owner's current mailing address and telephone numbers. If a Unit owner desires to receive notices via electronic mail, the Unit owner shall provide the Board of Directors his or her written consent to receive notices via electronic mail. The Board of Directors may require the Unit owner to provide a certified copy of the recorded deed or other instrument. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes by the Unit owner.