

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Ernest W. Sturges, Jr., Esq.
Goldman, Tiseo & Sturges, P.A.
701 JC Center Court, Suite 3
Port Charlotte, Florida 33954

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 4093 PAGE 95 PAGE: 1 OF 23
INSTR # 2445123 Doc Type: RES
Recorded: 6/16/2016 at 8:28 AM
Rec. Fee: RECORDING \$197.00
Cashier By: MARGARETK

**CERTIFICATE OF AMENDMENT TO
BYLAWS OF
PEBBLE CREEK PROPERTY OWNERS ASSOCIATION, INC.**

THIS CERTIFICATE is made to reflect and document an Amendment, Restatement and Modification of the Bylaws of Pebble Creek Property Owners Association, Inc. The Bylaws of Pebble Creek Property Owners Association, Inc. have been recorded in the Public Records of Charlotte County as follows:

	<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a.	Bylaws of Pebble Creek Property Owners Association, Inc. (Recorded) September 4, 1991	1174/1681 <i>et seq.</i>
b.	Certificate of Amendment to the By-Laws of Pebble Creek Property Owners Association, Inc. (Recorded) May 20, 1996	1465/0878 <i>et seq.</i>

The undersigned officers of the Board of Directors of Pebble Creek Property Owners Association, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. The Bylaws of Pebble Creek Property Owners Association, Inc. is hereby amended in accordance with Exhibit "A" attached hereto and entitled Amended and Restated Bylaws of Pebble Creek Property Owners Association, Inc.

2. This Amendment of the Bylaws of Pebble Creek Property Owners Association, Inc. was proposed by duly adopted resolution, and approved by a vote of the majority of the entire voting interest in the Association.

Executed this 13th day of June, 2016, at Port Charlotte, Florida.

PEBBLE CREEK PROPERTY OWNERS
ASSOCIATION, INC., a Florida not-for-profit corporation

By:

Name: Joseph P. LACOGNATA

Its: President

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 13th day of JUNE, 2016, by Joseph P. LaCognata, who is personally known to me or produced _____ as identification.

SEAL



Karen A Moore
NOTARY PUBLIC

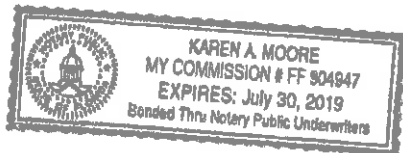
Karen A Moore
Printed name of notary

By: Philip D. Siebenthaler
Name: PHILIP D. SIEBENTHALER
Its: Secretary

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 13th day of JUNE, 2016, by Philip D. Siebenthaler, who is personally known to me or produced _____ as identification.

SEAL



Karen A Moore
NOTARY PUBLIC

Karen A. Moore
Printed name of notary



AMENDED AND RESTATED

BYLAWS

OF

PEBBLE CREEK PROPERTY OWNERS ASSOCIATION, INC.

***SUBSTANTIAL REWORDING OF BYLAWS -
SEE CURRENT BYLAWS FOR CURRENT TEXT***

1. Identity. These are the Amended and Restated Bylaws (hereinafter "Bylaws") of Pebble Creek Property Owners Association, Inc., a Florida not-for-profit Corporation formed for the purpose of administering Pebble Creek, a Subdivision (hereinafter the "Subdivision") which is located in Charlotte County, Florida, upon the lands described in the Declaration of Covenants, Conditions and Restrictions (the corporation may hereafter be referred to as the "Association").

1.1. Office. The office of the Association shall be at such location within Charlotte County, as may from time to time be determined by the Board of Directors.

1.2. Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3. Seal. The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4. Definitions. All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Articles of Incorporation for the Association, the Declaration of Covenants, Conditions and Restrictions and the Florida Homeowners' Association Act (Chapter 720, Florida Statutes, (2015)), all as amended from time to time.

2. Member's Meetings.

2.1. Annual Meetings. Annual members' meetings shall be held at such convenient location in Charlotte County as may be determined by the Board of Directors. The annual meeting shall be held on the date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the members.

2.2. Special Meetings. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of written notice from 25% of the voting interests of the Association. Members' meetings to recall a member or members of the Board of Directors may be called by 10% of the voting interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 720.306(d)(3), Florida Statutes (2015), as amended from time to time.

2.3. Notice of Members' Meetings. Notice of all members' meetings, stating the time, place, and purpose(s) of the meeting, shall be sent to each Lot Owner by United States regular mail, unless waived in writing, at least 14 days prior to the meeting as to annual meetings and 10 days as to special meetings. Hand delivery and electronic notice is acceptable where permissible by law. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4 next following. An officer of the Association or other person providing notice shall execute an affidavit of mailing per Section 720.306(d)(5), Florida Statutes (2015), as amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a conspicuous location, designated by Board resolution, on the Subdivision Property.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.4. Board of Directors Election Meetings – Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting.

2.4.1. Not less than 60 days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Lot Owner entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall mail or deliver a second notice of the election to all Lot Owners entitled to vote therein, together with a written ballot which shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches furnished by the candidate, to

be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

2.4.2. There is no quorum requirement necessary for an election. However, at least fifty-one (51%) of the Lots must cast a ballot in order to have a valid election and elections shall be decided by a plurality of those votes cast.

2.4.3. In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become members of the Board after the annual meeting.

2.4.4. The Board may establish additional election rules as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws relative to election procedures is sufficient.

2.5. Quorum/Voting. A quorum at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the entire membership. Decisions made by a majority of the voting interests present and voting, in person or by proxy, at a meeting at which a quorum is present shall be binding and sufficient for all purposes except such decisions as may be required by Chapter 720, Florida Statutes (2015) or the Association Documents require a larger percentage in which case the percentage required in Chapter 720, Florida Statutes (2015), or the Association Documents shall govern. To the extent lawful, Lot Owners may join in any action taken at a meeting of the members through written approval of such action executed after the meeting, and such approval shall be as though the Lot Owner duly approved the action of the meeting in question.

2.6. Indivisible Vote. Each Lot shall have one indivisible vote. If a Lot is owned by multiple individuals, such as a husband and wife, any record owner may vote on behalf of the Lot. If a Lot is owned by a corporation, any officer may vote on behalf of said corporation. If a Lot is owned by a partnership, any partner may vote on behalf of the partnership. If a Lot is owned in trust, any grantor, trustee or beneficiary of a trust shall be entitled to vote. A Lot owner of a combined Lot shall only be entitled to a single vote. Any person asserting the right to vote on behalf of a Lot owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Lot, unless the Lot has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Lot cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are required.

2.7. Proxies. Votes may be cast in person or by proxy. Only Lot Owners or the spouse of a Lot Owner may be delegated to hold proxies, provided that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as an eligible proxy holder. Proxies shall be in

writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Except as specifically otherwise provided by law, Lot Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter which Chapter 720, Florida Statutes (2015) requires or permits a vote of the Lot Owners. Provided, however, that it is the intention of this provision to "opt-out" of the requirements of the Statute to the extent that Lot Owners who are given the opportunity to vote by limited proxy, but declined to do so, may grant general powers (including the right to vote with respect to designated agenda items) to the holder of their proxy. No proxy, limited or general, shall be used in the election of Board members. 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. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile, electronic 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. The use of proxies is to be liberally construed.

2.8. No Quorum. If any meeting of members cannot be organized because a quorum is not present, or if insufficient voting interests are represented to approve a proposed item of Association business, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.9. Order of Business. The order of business at annual members' meetings and, as far as applicable at all other members' meetings, shall be:

2.9.1. Call to order by the President;

2.9.2. At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or a Director);

2.9.3. Appointment by the Chair of inspectors of election;

2.9.4. Election of Directors;

2.9.5. Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;

- 2.9.6. Proof of notice of the meeting or waiver of notice;
- 2.9.7. Disposal of unapproved minutes;
- 2.9.8. Reports of officers;
- 2.9.9. Reports of committees;
- 2.9.10. Unfinished business;
- 2.9.11. New business;
- 2.9.12. Adjournment.

2.10. Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of voting interests to approve the action. Members may also consent in writing to action taken at a meeting, before or after the meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

3. Board of Directors.

3.1. Number, Term, and Qualifications. The affairs of the Association shall be governed by a Board composed of not less than three (3) nor more than seven (7) Directors. The Board of Directors shall determine the number of Directorships for the upcoming year no earlier than ninety (90) days prior to the date of the Annual Meeting for said year. All Directors shall be Lot Owners or the spouse of a Lot Owner. When a Lot is owned by a corporation, a partnership, or similar entity, the Primary Occupant, as designated pursuant to the Declaration of Covenants, Conditions and Restrictions, and the spouse of the Primary Occupant shall be eligible for Board membership. Settlers or grantors of a trust described in Section 733.707, Florida Statutes (2015), which owns a Lot. Beneficiaries and their spouses must occupy the Lot in order to be eligible for Board membership. Persons who are convicted felons, who have not had their civil rights restored, are not eligible to serve on the Board. All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. The Directors shall be divided into two classes, each class consisting of at least two (2) Directors, and such classifications based on the time for which they hold office. Each Director shall hold office until his or her successor shall be elected and shall qualify. At the annual meeting held in 2017, the three (3) Directors who receive the highest number

of votes shall be elected for a term of two (2) years and the two (2) Directors who receive the fewest number of votes shall be elected for a term of one (1) year. In the event that there is a tie in the number of votes which would determine if a Director would serve a one (1) or a two (2) year term, the remaining newly elected directors shall determine by majority vote which of the affected Directors shall serve a one (1) year term and which shall serve a two (2) year term. In the event all five (5) Directors receive an equal number of votes, the Directors shall decide amongst themselves by a majority vote who shall serve either a one (1) or a two (2) year term. At each annual meeting and election thereafter the successor to the class of Directors whose terms shall expire that year shall be elected for a term of two (2) years, so that the term of one class of Directors shall expire in each year. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Homeowners' Association Act, or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

3.2. Board Vacancies. Vacancies in the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term as provided in Article 3.1; provided that when a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board, and when a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.

3.3. Organizational Meeting. The organizational meeting of each newly-elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum of the Directors shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting of the members.

3.4. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile at least two days prior to the day named for such meeting.

3.5. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than two days' notice of the meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting.

3.6. Waiver of Notice. Any Director may waive notice of a meeting before, at, 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.

3.7. Notice to Owners of Board Meetings. Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously as provided in Section 2.3 of these Bylaws at least 48 continuous hours in advance of the meeting for the attention of Lot Owners, except in an emergency. If closed circuit television is available, the Board may use same for posting notices, as permitted by law. Meetings at which a regular monthly or quarterly Assessment is to be considered shall contain a statement that Assessments will be considered and the nature of such Assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Lot use will be considered, shall be mailed or delivered (including electronic delivery as provided by law) to the Lot Owners and posted conspicuously as provided in Section 2.3 of these Bylaws not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice and shall be filed among the official records of the Association.

3.8. Owner Participation in Board Meetings. Meetings of the Board of Directors at which a majority of the members of the Board are present, shall be open to all Lot Owners. Lot Owners may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to otherwise by the Board. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Lot Owner statements. Unless otherwise provided by the Board, each Lot Owner is entitled to speak for three minutes with reference to designated agenda items. Board meetings subject to the attorney-client privilege shall not be subject to Lot Owner observation.

3.9. Board Meetings, Quorum and Voting. The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing, by any Board Member or by any Member of the Association at least five (5) days prior to said Board meeting. A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of the Board of Directors present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. If at any meeting of the Board there be less than a quorum present, the Director(s) 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 may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum or counted as official vote for the Board's meeting. Directors may participate telephonically in Board meetings, as provided by law.

3.10. Presiding Officer. The presiding officer at Directors' meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.11. Director Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred and approved in writing by the Board of Directors.

4. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Homeowners' Association Act, and the Association Documents, all as amended from time to time, shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Lot Owners when such is specifically required. The powers of the Directors shall include, but shall not be limited to, the following:

4.1. To Assess. The Directors shall adopt budgets and make and collect special and periodic Assessments against owners to defray the costs of the Association.

4.2. To Expend Association Funds. The Directors shall use the proceeds of Assessments in the exercise of its powers and duties.

4.3. To Maintain the Association Property. The Directors shall maintain, repair, replace, and operate the property within the Subdivision.

4.4. To Adopt Regulations. The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Lots, Common Elements, Limited Common Elements, and Subdivision Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Covenants, Conditions and Restrictions.

4.5. To Reconstruct After Casualty. The Directors may reconstruct the Common Elements and Subdivision Property improvements after casualty and to further improve the property, as specified in the Declaration of Covenants, Conditions and Restrictions.

4.6. To Approve Transfers. The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Covenants, Conditions and Restrictions, and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the Lease of Lots, the Board may require the posting of a security deposit to protect against

damages to the Common Elements or Subdivision Property, in the manner provided by law.

4.7. To Enforce. The Directors may enforce by legal means the provisions of applicable laws and the Association Documents, and to interpret said Association Documents, as the final arbiter of their meaning.

4.8. To Contract. The Directors may contract for management, maintenance, and operation of the Association.

4.9. To Insure. The Directors shall carry insurance for the protection of the Lot Owners and the Association, pursuant to requirements contained in the Declaration of Covenants, Conditions and Restrictions and Chapter 720, Florida Statutes (2015), both as amended from time to time.

4.10. To Pay Utility Bills. The Directors shall pay the cost of all utility services rendered to the Association and not billed to Owners of individual Lots.

4.11. To Hire and Discharge. The Directors may employ personnel and designate other officers to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12. To Sue and Be Sued. The Directors may bring and defend suits and other proceedings and may exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

4.13. To Deal in Real and Personal Property and Borrow Money. Directors may make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, Leases, and other instruments by its officers and to purchase, own, Lease, convey, and encumber real and personal property. The Directors may grant easements and licenses over the Subdivision Property necessary or desirable for proper operation of the Association.

4.14. To Enter Into Contracts for Products and Services. All contracts for the purchase, Lease, or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (not including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers, landscape architects, and community association managers, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency, or unless the desired supplier is the only source of supply within the County serving the Subdivision. The Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Section, any

renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty days' notice. Materials, equipment, or services provided to an association under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section. The Association may opt out of competitive bidding requirements, by a Lot Owner vote, in the manner provided by law.

4.15. To Levy Fines. The Directors may, pursuant to Section 720.305(d)(2), Florida Statutes (2015), impose fines against a Lot not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Association Documents, including the Rules and Regulations, and applicable laws by Owners, occupants, licensees, tenants, and invitees.

4.15.1. A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

4.15.2. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the Lot Owner listed in the official records of the Association, and as to tenants, to the mailing address for the Lot. Said notice shall include:

- (a) A statement of the date, time, and place of the hearing;
- (b) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions, or laws which have allegedly been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

4.15.3. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee which is comprised of three (3) Lot Owners, who are not Members of the Board of Directors, their spouses or other occupant of the Lot owned by a Director or their spouse. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a

reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of final hearings), at trial, and on appeal. Lot Owners shall be jointly and severally liable for the payment of fines levied against tenants, guests, invitees, or other occupants of a Lot.

4.16. To Appoint Committees. The Directors may appoint committees and delegate to such committees those powers and duties of the Association as the Board deems advisable. All committees and committee members shall serve at the pleasure of the Board. Committees of the Association as defined in the Section 720, Florida Statutes (2015), as amended from time to time, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

4.17. To Ensure Fire Safety Compliance. The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the Subdivision Lots with the applicable Fire and Life Safety Code.

4.18. To Approve the Installation of Hurricane Shutters. The Directors may adopt hurricane shutter specifications for the Subdivision which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board, provided that the Board may condition approval upon the Lot Owner's agreement to execute appropriate documentation regarding same.

4.19. To Exercise Emergency Powers. In the event of any "emergency" as defined in Paragraph 4.19.10 below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2015), and Section 617.0303, Florida Statutes (2015), all as amended from time to time.

4.19.1. The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

4.19.2. The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

4.19.3. During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the

notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

4.19.4. The Board may change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year, as long as the annual meeting is held no more than eighteen (18) months after the prior annual meeting date.

4.19.5. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

4.19.6. The Board may use reserve funds to meet Association needs, and may use reserve funds as collateral for Association loans. By adoption of this provision, the owners specifically authorize the Board to use reserve funds for nonscheduled purposes in the event of an emergency pursuant to Section 720.303(6)(b), Florida Statutes, as may be amended from time to time. The Board may adopt emergency assessments with such notice deemed practicable by the Board.

4.19.7. The Board may adopt emergency Rules and Regulations governing the use and occupancy of the Lots, common elements, limited common elements, and Subdivision property, with notice given only to those Directors with whom it is practicable to communicate.

4.19.8. Any officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

4.19.9. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

4.19.10. For purposes of this Section only, an "emergency" exists only during a period of time that the Association, or the immediate geographic area in which the Association is located, is subjected to:

- (a) a state of emergency declared by local civil or law enforcement authorities;
- (b) a hurricane warning;
- (c) a partial or complete evacuation order;
- (d) federal or state "disaster area" status;

(e) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Subdivision, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,

(f) an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Lot Owners, the Subdivision Property, or Subdivision Property.

4.20. To Enter Into Contracts and Borrow Money. The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

5. Officers.

5.1. Executive Officers. The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. Assistant officers need not be Directors.

5.2. President – Power and Duties. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3. Vice President – Powers and Duties. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4. Secretary – Powers and Duties. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Association, except those of the Treasurer. He shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5. Treasurer – Powers and Duties. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the members. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6. Officers' Compensation. Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

6. Indemnification.

6.1. Indemnity. The Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, 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 attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he 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 had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding 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 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 conduct was unlawful. It is the intent of the membership of the Association, 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.

6.2. Defense. 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 Section 6.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

6.3. 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 proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 6.

6.4. Miscellaneous. The indemnification provided by this Article 6 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.

6.5. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Association, or a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

6.6. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 6 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

6.7. Delegation. To the extent permitted by law, the powers and duties of the Directors and officers may be delegated for the purpose of management.

7. Minutes and Inspection of Records. Minutes of all meetings of Lot Owners and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in Section 720.303(4), Florida Statutes (2015), as amended from time to time, shall be available for inspection by Lot Owners and Board members at all reasonable times. Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

8. Fiscal Management. Shall be in accordance with the following provisions:

8.1. Budget. The budget shall be adopted by the Board. A proposed annual budget of Common Expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance, and administration of the Association. The budget will contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall

be mailed to each member as provided in Article 8.2 hereof. Reserve accounts may be established in accordance with Florida Statute §720.303(6) as same may be amended from time to time.

8.2. Mailing. A copy of the proposed annual budget shall be mailed or hand-delivered to the Lot Owners not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting.

8.3. Assessments. The annual shares of the Lot Owners of the Common Expenses shall be made payable in installments due quarterly in advance and shall become due on the first day of each such period and shall become delinquent 30 days thereafter. The Association shall have the right to accelerate Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

8.4. Special Assessments. Assessments for Common Expenses which are not provided for and funded in the budget or an amendment to the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such Assessments shall be considered shall be posted and mailed to each Lot Owner as provided in Article 3.7 hereof, 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, either be returned to the Lot Owners or applied as a credit towards future Assessments.

8.5. Assessment Roll. The Assessments for Common Expenses and Charges shall be set forth upon a roll of the Lots which shall be available for inspection at all reasonable times by Lot Owners. Such roll shall indicate for each Lot the name and address of the Owner, and the Assessments and Charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Lot's account may be relied upon for all purposes by any person for whom made.

8.6. Liability for Assessments and Charges. A Lot Owner shall be liable for all Assessments and Charges coming due while the Owner of a Lot, 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 any Common Elements or Subdivision Property or by abandonment of the Lot for which the Assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a Lot by foreclosure, such mortgagee and its successors and assigns shall only be liable for such Lot's Assessments, Charges, or share

of the Common Expenses which became due prior to acquisition of title as provided in the Florida Homeowners' Association Act (2015), as amended from time to time.

8.7. 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 for collection, including appeals, shall be secured by a continuing lien upon the Lot.

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

8.9. Collection – Interest; Administrative Late Fee; Application of Payments. Assessments and installments thereof not paid within thirty (30) days from the date when they are due shall incur a late fee and after thirty (30) days bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. 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 the 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. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees incurred, and then to the Assessment payment first due.

8.10. 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 may attach rental income for delinquent Lots and may withhold approval for the sale, Lease, or other transfer of a Lot, or any interest therein, until all past due Assessments, interest, late fees, costs, and attorney's fees have been paid in full. The Association must deliver or mail by certified mail to the Lot Owner a written notice of its intention to foreclose the lien as provided by law.

8.11. Accounts. All sums collected from Assessments or Charges shall be credited to accounts from which shall be paid the expenses for which the respective Assessments or Charges are made.

8.12. Association Depository. The Depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent private insurance such as insurance placed through the Securities Investor Protection Corporation (SIPC), as shall be designated by the Board of Directors. 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 Directors.

8.13. Commingling of Funds. All 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 (2015), as amended from time to time, no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other association or community association as defined in Section 468.431, Florida Statutes (2015), as amended from time to time, 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. Financial Reports. A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22, Florida Administrative Code (2015), as amended from time to time, and with Section 720.303(7), Florida Statutes (2015), as amended from time to time.

8.15. Fidelity Bonding. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 720.3033(5), Florida Statutes (2015), as amended from time to time, 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 insurance or bonding. 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. If annually approved by a majority of the voting interests present at a properly called meeting of the association, an association may waive the requirement of obtaining an insurance policy or fidelity bond for all persons who control or disburse funds of the association.

9. Parliamentary Rules. Robert's Rules of Order (latest edition) shall be used as a guide in the conduct of members' meetings, Board meetings, and committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures

established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings unless he or the Board of Directors designates a third person, as Parliamentarian, shall be binding unless contrary to law.

10. Bylaw Amendments. Amendments to the Bylaws shall be adopted in the following manner:

10.1. Proposal of Amendments. An amendment may be proposed by a majority of the Directors, or by twenty-five percent (25%) of the entire voting interests.

10.2. Proposed Amendment Format. Proposals to amend existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER ____ FOR PRESENT TEXT."

10.3. Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4. Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3rds) of the voting interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of two-thirds (2/3rds) of the entire voting interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

10.5. Effective Date. An amendment when adopted shall become effective after being recorded in the Charlotte County Public Records according to law.

10.6. Automatic Amendment. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Covenants, Conditions and Restrictions or the Articles of Incorporation. Whenever Chapter 720, Florida Statutes (2014) Chapter 617, Florida Statutes (2014), or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors without a vote of the Owners, may adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and

720 of the Florida Statutes (2014), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10.7. Proviso. Provided, however, that no amendment shall change the configuration of any Lot or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the record Owner of the Lot concerned and all record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Lot Owners approve the amendment.

11. Dispute Resolution.

11.1. Mandatory Mediation and Arbitration. If unresolved, disputes between the Board and Lot Owners as defined in Section 720.311, Florida Statutes (2015), as amended from time to time, must be mediated and arbitrated in mandatory non-binding arbitration proceedings as provided in the Homeowners' Association Act prior to commencing litigation, so long as the Homeowners' Association Act requires such arbitration.

11.2. Lot Owner Inquiries. When a Lot Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Lot Owner within 30 days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Lot. In the event of a grievance of a Lot Owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of 30 days in which to resolve the grievance. A Lot Owner is limited to one (1) written inquiry within a thirty (30) days period.

11.3. Official Records Inspection. A Lot Owner shall have the right to inspect the official records of the Association in accordance with Section 720.303(5), Florida Statutes (2015). Official Records inspections shall be limited to one (1) inspection every thirty (30) days.

11.4. Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Association Documents or disputes with a Lot Owner or other party as may be available to the Association under the laws of the State of Florida or the Association Documents.

12. Miscellaneous. The following miscellaneous provisions shall apply to these Bylaws and the Association Documents.

12.1. Conflicts. The term "Association Documents," as used in these Bylaws and elsewhere shall include the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Covenants, Conditions and Restrictions. In the event of a conflict between the language in the Declaration of Covenants, Conditions and Restrictions and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Association Documents, the following priorities shall control:

1. Declaration of Covenants, Conditions and Restrictions;
2. Articles of Incorporation;
3. Bylaws; and,
4. Rules and Regulations.

12.2. Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.3. Severability. In the event that any provisions of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.