

1 **AMENDED AND RESTATED BYLAWS**

2  
3 **OF**

4  
5 **THE GOLF VILLAS LANDSCAPE ASSOCIATION I, INC.,**  
6 **A Florida corporation, Not-for-Profit**

7  
8 ***[Substantial Rewording of the Bylaws.***  
9 ***See existing Bylaws and all amendments thereto for present text.]***  
10

11 **WHEREAS, the original Declaration of Landscape Restrictions for Tara Golf Villas**  
12 **(“Declaration”) was recorded in Official Records Book 1701, Page 4092 of the Public**  
13 **Records of Manatee County, Florida; and**  
14

15 **WHEREAS, the original Bylaws of The Golf Villas Landscape Association I, Inc., a**  
16 **corporation not for profit under the laws of the State of Florida and a homeowners**  
17 **association pursuant to Chapter 720, Florida Statutes, were recorded as Exhibit “C” to the**  
18 **Declaration; and**  
19

20 **WHEREAS, the Board of Directors of the Association proposed and approved these**  
21 **Amended and Restated Bylaws at a duly-noticed and convened Board meeting; and**  
22  
23

24 **WHEREAS, the number of membership votes cast in favor of the Amended and**  
25 **Restated Bylaws were sufficient for approval pursuant to Article 10.02 of the Bylaws and**  
26 **Florida law.**  
27

28 **NOW, THEREFORE, the Association does hereby adopt the following Amended**  
29 **and Restated Bylaws of The Golf Villas Landscape Association I, Inc., which supersedes**  
30 **and replaces the previous Bylaws and all amendments thereto:**  
31

32 **ARTICLE I - NAME, PRINCIPAL OFFICE,**  
33 **CORPORATE INFORMATION AND PURPOSE**  
34

35 **1.01 Corporate Name.** The name of the not for profit corporation is THE GOLF  
36 VILLAS LANDSCAPE ASSOCIATION I, INC. ("Association").  
37

38 **1.02 Location of Principal Office.** The principal office of the Association is located at  
39 3701 South Osprey Avenue, Sarasota, Florida 34239, or the address listed on the Association’s  
40 most recent Annual Report with the Florida Department of State, Division of Corporations. The  
41 Association’s Board of Directors may change the Association’s principal office from time to  
42 time in the manner provided by law.  
43

44 **1.03 Additional Corporate Information.** The Articles of Incorporation of the  
45 Association were initially filed in the office of the Secretary of the State of Florida on September  
46 5, 2001, and assigned Corporate Charter Number N01000006335.

47  
48       **1.04 Purpose.** The Association has been organized for the purpose of maintaining the  
49 landscaping of Lots in accordance with the Declaration of Landscape Restrictions (“the  
50 Declaration”) for Tara Golf Villas in Manatee County, Florida (“the Subdivision”).  
51

52       **1.05 Definitions.** In the event of a conflict, the definitions for various terms used in  
53 these Bylaws will be as set forth in the Declaration.  
54

## 55                               **ARTICLE II - MEMBERSHIP**

56  
57       **2.01 Eligibility.** Any person or entity that holds title in fee simple to a lot described in  
58 Exhibit A of the Declaration shall by virtue of such ownership, automatically be a member of the  
59 Association, or that executed a Lot Owner Joinder and Approval binding the Lot to the  
60 Declaration. If a Lot is subject to an agreement for deed, whether recorded or not, the purchaser  
61 in possession will be treated as the owner solely for purposes of determining voting and use  
62 rights membership is appurtenant to, runs with, and may not be separated from, the real property  
63 interest upon which membership is based.  
64

65       **2.02 Change of Membership.** Change of membership in the Association shall be  
66 established by recording a deed (or other instrument establishing a fee interest in any Lot in the  
67 Subdivisions) in the Public Records at which time the membership of the prior owner is  
68 terminated. The prior owner shall notify the Association of the proposed transfer of ownership.  
69 The new Owner shall furnish the Association with a certified copy of the deed (or other  
70 instrument) within thirty (30) days after transfer of ownership.  
71

72       **2.03 Termination of Membership.** Termination of membership in the Association does  
73 not relieve or release any former member from liability or obligation incurred under or in any  
74 way connected with the Association during the period of the person’s membership, nor does it  
75 impair any rights or remedies the Association may have against any former owner or member  
76 arising out of or in any way connected with such ownership and membership, and the covenants  
77 and obligations incident thereto.  
78

79       **2.04 Restraint upon Assignment of Membership, Shares and Assets.** The  
80 membership of an Owner, and the share of a Member in the funds and assets of the Association  
81 shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the  
82 Lot.  
83

84       **2.05 Evidence of Membership.** There shall be no stock or membership certificates in  
85 the Association. Membership shall be determined by ownership as herein provided.  
86

## 87                               **ARTICLE III - VOTING**

88  
89       **3.01 Voting Rights.** The Member or Members who are the record owners of each Lot in  
90 the subdivision shall be collectively entitled to one (1) vote for each such Lot. If Members own  
91 more than one Lot, they shall be entitled to one vote for each Lot owned. A Lot vote may not be

divided. The total number of votes ("Voting Interests") is equal to the total number of Lots subject to this Declaration.

**3.02 Voting Procedure.** Any determination of requisite majorities and quorums for all purposes under the Declaration, the Articles of Incorporation and these Bylaws shall be made by reference to the number of Lots owned by Members entitled to vote. Decisions of the Association shall be made by a simple majority of votes entitled to be cast by Members represented at a meeting at which a quorum is present, unless a greater percentage is required by the Declaration, the Articles of Incorporation, or these Bylaws.

**3.03 Designation of Voting Representative.** The right to cast the vote attributable to each Lot shall be determined, established and limited pursuant to the provisions of this Section and Section 3.04.

(a) Single Owner. If the Lot is owned by one natural person, that person shall be entitled to cast the vote for his Lot.

(b) Multiple Owners. If a Lot is owned by more than one person, either as co-tenants or joint tenants, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners and filed with the Secretary of the Association. If no certificate designating a voting Member is on file with the Association, and only one owner is present at a meeting, that owner may cast the vote for their Lot without the concurrence of the other owner(s). If more than one owner is present at the meeting, they may jointly cast the vote for their Lot, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the Lot may still be counted for purposes of a quorum.

(c) Life Estate with Remainder Interest. If a Lot is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the Lot. If the life estate is owned by more than one person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a Lot in fee in the same manner as the life tenants own the life estate.

(d) Corporation. If a Lot is owned by a corporation, the officers or employees thereof entitled to cast the vote for the Lot shall be designated by a certificate executed by an executive officer of the corporation and attested by the secretary or an assistant secretary of the corporation, and filed with the secretary of the Association.

(e) Partnership or Limited Liability Company. If a Lot is owned by a general or limited partnership or by a limited liability company, the general partner or the managing member entitled to cast the vote for the Lot shall be designated by a certificate executed by all general partners or managing members and filed with the Secretary of the Association.

(f) Trustee. If a Lot is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the vote for the Lot. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as

the person entitled to cast the vote for the Lot by a certificate executed by all trustees and filed with the Secretary of the Association.

(g) Estate and Guardianship. If a Lot is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such Lot upon filing with the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship.

(h) Tenants by the Entirety. If a Lot is owned by a husband and wife as tenants by the entirety, they may designate a voting Member in the same manner as other multiple owners. If no certificate designating a voting Member is on file with the Association, and only one of the husband and wife is present at a meeting, he or she may cast the vote for their Lot without the concurrence of the other owner. If both spouses are present, they may jointly cast the vote for their Lot, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the Lot may still be counted for purposes of a quorum.

**3.04 Voting Certificate.** Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. In the absence of a valid certificate [except as provided in Section 3.03(b) and (h) regarding spouses owning as tenants by the entirety], a Lot shall not be counted in determining a quorum unless all owners required to execute such certificate are present, in person or by proxy, and such Lot owners shall lose their vote on any particular matter unless they concur on the manner in which the vote of the Lot is to be cast on that matter.

**3.05 Approval or Disapproval of Matters.** Whenever the decision of a Lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these Bylaws.

**3.06 Proxies.** Votes may be cast in person or by limited proxy; provided, however, that the form of the limited proxy substantially meets the requirements of Florida law. A limited proxy may be made by any person entitled to vote, and must be filed with the Secretary of the Association before or at the appointed time of the meeting or prior to the reconvening of an adjourned meeting. A proxy shall be in writing, shall state the date, time, and place of the membership meeting for which it was given, and shall be signed by the designated voting representative or the owner if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the Association or the Management Company LCAM as directed by the Board before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary, prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

184 If the proxy so provides, any proxy holder may appoint, in writing, a substitute to act in his or  
185 her place. Any copy, facsimile transmission, or other reliable reproduction of the original proxy  
186 may be substituted or used in lieu of the original proxy for any purpose for which the original  
187 proxy could be used if the copy, facsimile transmission, or other reproduction is a complete  
188 reproduction of the entire proxy.  
189

190 **3.07 Method of Voting.** Subject to the provisions of the Declaration, voting may be by  
191 roll call, voice vote or by written ballot; provided, however, that whenever written approval is  
192 required by the Declaration, or whenever any amendment to the Declaration is proposed, or  
193 when any borrowing of funds, pledge, or other disposition of common properties or assets is  
194 proposed, the voting shall be by written ballot. Routine matters such as approval of minutes,  
195 adjournment, acceptance of reports, parliamentary questions and social business may be  
196 determined by "yeas" and "nays;" provided, that any five voting Members, or the chairman, may  
197 require a roll call vote or vote by written ballot.  
198

199 **3.08 Written Action by Members.** Any action required by law or the Governing  
200 Documents to be taken at a meeting of the Members, or any action which may be taken at a  
201 meeting of Members, may be taken without a meeting if consents in writing, setting forth the  
202 action so taken, shall be signed by the required percentage of Members entitled to vote with  
203 respect to the subject matter thereof. Such Member action by written agreement in lieu of a  
204 membership meeting shall comply with the procedural requirements of Section 617.0701(4),  
205 Florida Statutes.  
206

207 **3.09 Electronic Voting.** The Association may conduct elections and other membership  
208 votes through an Internet based on-line voting system as provided in Section 720.317, Florida  
209 Statutes.  
210

## 211 **ARTICLE IV - MEMBERS' MEETINGS**

212

213 **4.01 Place.** Meetings of the Association Members shall be held at such place in Manatee  
214 County, Florida, as the Board of Directors may designate in the Notice of Meeting.  
215

216 **4.02 Annual Meeting.** The annual meeting of the Members shall be held in March of  
217 each year at a date and time determined by the Board of Directors. The annual meeting shall be  
218 for the purpose of electing Directors and transacting any other business authorized to be  
219 transacted by the Members.  
220

221 **4.03 Special Meetings.** Special meetings of the Members shall be held whenever called  
222 by the President or Vice President or by a majority of the Board of Directors, and must be called  
223 by such officers upon receipt of a written request from voting Members entitled to cast not fewer  
224 than fifteen (15%) percent of the total number of votes.  
225

226 **4.04 Notice of Meetings.** Notice of all meetings of the Members, stating the time, place  
227 and objects for which the meeting is called, shall be given by the President or Vice President or  
228 Secretary. All such notices shall be given in writing to each Member at his address, as it appears  
229 on the books of the Association, or as the Member may have otherwise directed in writing, and

shall be mailed or delivered not fewer than fourteen (14) days nor more than sixty (60) days, prior to the date of the meeting. Furthermore, the notice for any meeting at which assessments against Lot owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. The Association shall also post in a conspicuous place in the Subdivision the notice and agenda of the membership meeting at least fourteen (14) days prior to the date of the membership meeting. Proof of such mailing or delivery shall be given by affidavit of the person giving the notice. Except as otherwise provided herein or by Florida law, notice of meetings of the Board of Directors, membership meetings, and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission. Each Member bears the responsibility of promptly notifying the Association in writing of any change of address. If ownership of a Lot is transferred after a notice has been transmitted, no separate notice to the new Owner is required.

**4.05 Waiver of Notice.** Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of such notice to such Member. A Member's attendance at a meeting shall be deemed a waiver by such Member of notice of the meeting unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at the meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

**4.06 Quorum.** A quorum shall exist when Members entitled to cast not fewer than thirty percent (30%) of all votes are present, either in person, by designated voting representative or by proxy.

**4.07 Adjournment of Meetings.** A majority of the Association's eligible Voting Interests who are present (in person or by proxy) at a membership meeting may adjourn the meeting to a date, time and place no more than ninety (90) days from the date the original meeting was called. At the reconvened meeting, if the number required for a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Association shall give the Members notice of the date, time and place for reconvening the meeting, as provided herein.

**4.08 Order of Business.** Unless otherwise determined by the meeting chairman, the order of business at annual meetings of the Members, and as far as practical at other meetings of the members, shall be:

- (a) Call Meeting to Order
- (b) Election of a Chairperson (if necessary)
- (c) Determination of a Quorum
- (d) Proof of notice of the meeting or waiver of notice.
- (e) Reading and disposal of any unapproved minutes.
- (f) Reports of officers.

- (g) Reports of committees.
- (h) Appointment/Election of Directors.
- (i) Unfinished business.
- (j) New business.
- (k) Announcements.
- (l) Adjournment.

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

## **ARTICLE V – BOARD OF DIRECTORS**

**5.01 Authority.** The affairs of the Association shall be managed by a Board of either five (5) or seven (7) Directors. The number of Directors will be decided by a majority vote of the Board at a duly noticed board meeting called for that purpose. Without limiting the generality of the preceding sentence, or any power vested in it by law, the Board of Directors shall have the power:

(a) To employ, dismiss, control and contract for personnel and contractors for the administration of the Association, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

(b) To create and disband such committees as the Board may from time to time determine as reasonably necessary or useful in and about the administration of the Association and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Declaration, Articles of Incorporation and these Bylaws. All committees of the Association shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board of Directors.

(c) To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Declaration and these Bylaws.

(d) To grant easements where necessary for utilities and sewer facilities to serve the Association.

(e) To conduct, manage and control the affairs and business of the Association, and to adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association, and any Easements and the use of Lots or any improvements located thereon subject to the Declaration and Bylaws. Such rules and regulations shall become effective and binding after they are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of such number of Directors attached to a copy of the rules and regulations

of the Association. Such rules and regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles of Incorporation and these Bylaws.

(f) To borrow money and to incur indebtedness for the purposes set forth in the Declaration subject to any limitations contained in the Articles of Incorporation, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

(g) To fix and levy from time to time Assessments upon the Owners as provided in the Declaration.

(h) To contract for and pay, and maintain insurance policies for casualty, errors and omissions, fidelity, Directors and Officers, or blanket liability for the Owners, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration covering and protecting against such damages or injuries as the Board deems advisable. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Association.

(i) To fix, determine and name from time to time, if necessary or advisable, the public agency, fund, foundation or corporation which is then or subsequently organized or operated for charitable purposes, to which the assets of this Association shall be distributed upon liquidation or dissolution, according to the Amended and Restated Articles of Incorporation of the Association. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Association, and after distribution of all property held or acquired by the Association under the terms of a specific trust or trusts.

(j) To contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Association's duties, and to employ personnel necessary for the operation of the Association.

(k) To employ a professional managing agent or agents, at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize and are otherwise within the scope of the Board's authority. The Board may delegate such powers as are necessary to perform the manager's duties, but shall not delegate policy-making authority or the obligation to adopt a budget. The Board may delegate to one or more of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

(l) Exercise all powers, duties, and authority of the Association, including those provided by Chapters 617 and 720, Florida Statutes, the Declaration, the Articles of Incorporation and these Bylaws, except those expressly requiring a vote of the Members.

(m) To suspend the voting rights as permitted by law.



367 **5.02 General Standard for Directors.** A Director shall discharge his or her duties as a  
368 Director, including his or her duties as a member of a committee: (a) in good faith; (b) with the  
369 care an ordinarily prudent person in a like position would exercise under similar circumstances;  
370 and (c) in a manner he or she reasonably believes to be in the best interests of the Association. In  
371 discharging his or her duties, a Director may rely on information, opinions, reports, or  
372 statements, including financial statements and other financial data, if prepared or presented by:

373  
374 (a) One or more officers or employees of the corporation whom the Director  
375 reasonably believes to be reliable and competent in the matters presented;

376  
377 (b) Legal counsel, public accountants, or other persons as to matters the  
378 Director reasonably believes are within the persons' professional or expert competence; or

379  
380 (c) A committee of the Board of Directors of which he or she is not a member  
381 if the Director reasonably believes the committee merits confidence.

382  
383 A Director is not acting in good faith if he or she has knowledge concerning the matter in  
384 question that makes reliance otherwise permitted above unwarranted. A Director is not liable for  
385 any action taken as a Director, or any failure to take any action, if he or she performed the duties  
386 of his or her office in compliance with this Article.

387  
388 **5.03 Compensation.** The Association shall not compensate a Director or officer for  
389 acting as such. However, the Association may reimburse any Director for expenses incurred on  
390 the Association's behalf in accordance to policies adopted from time to time by the Board.

391  
392 **5.04 Director Qualifications.** Every Director shall be at least eighteen (18) years of age,  
393 a Member or the designated voting representative of a Member which is a corporation, trust or  
394 partnership and must fulfill all other requirements of eligibility provided in the Declaration and  
395 Association Bylaws. If a Lot is owned in trust, a Director must be the trust grantor or a trust  
396 beneficiary who occupies the Lot. A convicted felon whose civil rights have not been restored  
397 for at least five (5) years as of the date of election is not eligible to serve as a Director. A person  
398 who is more than ninety (90) days delinquent in the payment of any fee, fine, or other monetary  
399 obligation to the Association is not eligible to serve as a Director. The validity of any action by  
400 the Board of Directors is not affected if it is later determined that one or more Directors was not  
401 eligible to serve on the Board.

402  
403 **5.05 Election of Directors.** The election of Directors shall be held at the Annual  
404 Members Meeting, in the manner provided by law and as follows:

405  
406 (a) First Notice. Not less than sixty (60) days before a scheduled election of  
407 Directors, the Association shall provide to each Member entitled to vote, in the manner  
408 provided herein for notices, a first notice of the Annual Meeting of the Members and election of  
409 Directors. The notice can be provided electronically to those owners that consent in writing to  
410 receive notice by electronic transmission. The first notice shall state the date, time and place of  
411 the meeting and election and shall invite Members to nominate themselves for the Board. It

shall also state the deadline for such nominations, as provided herein, and the address, fax number and email address to which such nominations shall be directed.

(b) Self-Nomination. If a Member notifies the Association in writing of the Member's intent to be a Director candidate and that notice is received by the Association as provided herein not less than thirty (30) days prior to the Annual Meeting, the Association shall include all such timely provided names on a limited proxy to be provided with the second notice of Annual Meeting, for the purpose of allowing Owners who may not be present at the Annual Meeting an opportunity to vote in the annual election of Directors.

(c) Second Notice. At least fourteen (14) days prior to the Annual Meeting, the Association shall mail or hand-deliver a second notice of the Annual Meeting to all Members entitled to vote, together with a limited proxy as described herein. The limited proxy shall list alphabetically by surname all eligible persons who provided timely written notice to the Association of their intent to be a Director candidate. The notice can be provided electronically to those owners that consent in writing to receive notice by electronic transmission.

(d) Nominations from the Floor. Nominations shall also be allowed from the floor at the annual membership meeting and the limited proxy shall include as many blank lines as there are Directors to be elected, for any write-in candidate who may be nominated from the floor. All Members whose names appear on the Director election ballot shall be deemed to be automatically nominated at the Annual Meeting.

(e) Nominating Committee. The Board of Directors may also appoint a nominating committee for the purpose of recruiting capable candidates to submit their names for election in the manner provided herein and for recommending candidates for election by the Members. Limited proxies and ballots shall indicate which candidates are recommended by the Nominating Committee.

(f) Election. The election shall take place at the Annual Meeting. Limited proxies shall be counted in the same manner as ballots for those Members voting by limited proxy in the election of Directors and any other matters listed on that proxy. Ballots shall be used for votes cast by Members voting in person at the Annual Meeting, which shall list the candidates and lines for write-in candidates in the same manner as the form of limited proxy. The Director candidates receiving the greatest number of votes cast shall be elected. Voting shall be non-cumulative. Tie votes shall be broken by agreement among the Director candidates who are tied, or absent such an agreement, by lot, such as the flipping of a coin by a neutral third party or the drawing of straws. Any election or recall dispute between a Lot Owner and the Association shall be submitted to mandatory binding arbitration with the Division of Florida Condominiums, Timeshares and Mobile Homes in the manner provided by law.

**5.06 Vacancies.** Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority of the remaining Directors to fill the vacancy for the remainder of the term of such Director.

458       **5.07 Removal.** Any Director may be removed with or without cause by concurrence of a  
459 majority of the votes of the entire membership at a special meeting of the members called for  
460 that purpose. Any Director who is delinquent in the payment of any fee, fine, Assessment or  
461 other monetary obligation to the Association for more than ninety (90) days is not eligible for  
462 Board membership and shall be automatically removed from office.

463  
464       **5.08 Delegation of Board Functions.** The Board of Directors may delegate any or all  
465 of the functions of the Secretary or Treasurer to a management agent or employee, provided that  
466 the Secretary or Treasurer shall in such instance generally supervise the agent or employee in the  
467 performance of such functions.

## 468 469                               **ARTICLE VI – DIRECTOR MEETINGS**

470  
471       A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to  
472 conduct Association business. A meeting of the Board must be held at a location that is  
473 accessible to a physically handicapped person if timely requested by a physically handicapped  
474 person who has a right to attend the Board meeting. Except for meetings with the Association's  
475 attorney for the purpose of legal advice with respect to proposed or pending litigation and  
476 meetings to discuss personnel matters, meetings of the Board of Directors shall be open to all Lot  
477 Owners, and shall be held in accordance with the following provisions:

478  
479       **6.01 Organizational Meeting.** The organizational meeting of a newly-elected Board of  
480 Directors shall be held within ten (10) days after the close of the Annual Meeting. The outgoing  
481 President shall preside at the organizational meeting until a successor is elected.

482  
483       **6.02 Regular Meeting.** Regular meetings of the Board of Directors shall be held not  
484 less frequently than annually and at such a time and place as shall be determined by the President  
485 or a majority of the members of the Board of Directors.

486  
487       **6.03 Special Meeting.** Special meetings of the Board of Directors may be called by the  
488 President (or, if he/she is absent or refused to act, by the Vice President) and shall be called by  
489 the Secretary at the written request of at least two (2) of the Directors. If at least twenty percent  
490 (20%) of the Voting Interests deliver a written request to the Board to address an item of  
491 business, the Board shall at its next regular meeting, or at a special meeting of the Board, but not  
492 later than sixty (60) days after the receipt of the request, place the item on the Board's meeting  
493 agenda.

494  
495       **6.04 Notice of Board Meetings.** Notice of all meetings of the Board shall be given to  
496 each Director, personally or by mail, telephone, fax or email (for those owners that consent in  
497 writing to receive notice by electronic transmission) at least forty-eight (48) hours prior to the  
498 day and time named for such meeting, which notice shall state the date, time and place of the  
499 meeting. As to special Board meetings, the purpose of the meeting shall be included with the  
500 notice to Directors. A Director may waive notice of a meeting before or after a meeting. Except  
501 for emergency meetings, notice of a Board meeting shall be posted in a conspicuous place within  
502 the Subdivision at least forty-eight (48) hours in advance of the meeting. The notice  
503 requirements hereof shall not apply in the event of an emergency, that is circumstances such that

504 damage to persons or property or other material interests of the Association would occur by a  
505 delay of forty-eight (48) hours or as provided in the Articles of Incorporation.  
506

507 **6.05 Special Notice of Certain Board Meetings.** A nonemergency special  
508 assessment may not be levied at a Board meeting nor may any rule regarding the use of Lots in  
509 the Subdivision be adopted, amended, or revoked unless a written notice of the Board meeting is  
510 provided to all Members at least fourteen (14) days before the meeting, which notice includes a  
511 statement that a special assessment will be considered at the meeting and the nature of the special  
512 assessment or that a rule regarding Lot use will be considered at the meeting and the nature of  
513 that action.  
514

515 **6.06 Quorum of Board.** At all Board meetings, a majority of the Directors shall  
516 constitute a quorum for the transaction of business, and the votes of a majority of the Directors  
517 present at a meeting at which a quorum is present shall constitute the Board's decision, unless  
518 these Bylaws or the Declaration specifically provide otherwise. A meeting at which a quorum is  
519 initially present may continue, notwithstanding the withdrawal of Directors, if at least a majority  
520 of the required quorum for that meeting approves any action taken.  
521

522 **6.07 Electronic Participation.** Members of the Board may participate in a Board  
523 meeting by means of telephone, real-time videoconferencing, or similar real-time electronic or  
524 video communication and such participation counts toward a quorum, and such Director may  
525 vote as if physically present. A speaker must be used at the meeting site so that the conversation  
526 of such person may be heard by all persons attending the meeting in person. Directors may use e-  
527 mail as a means of communication, but may not cast a vote on an Association matter via e-mail.  
528

529 **6.08 Adjourned Meetings.** If the Board cannot hold a meeting because a quorum is  
530 not present or if the meeting must be adjourned for any reason, a majority of the Directors  
531 present at such meeting may adjourn the meeting. At the reconvened meeting, if a quorum is  
532 present, any business which might have been transacted at the meeting originally called may be  
533 transacted without further notice.  
534

535 **6.09 Presiding Officer.** The presiding officer of Directors' meetings shall be the  
536 President. In the absence or disability of the President, the Vice-President shall exercise and  
537 perform the duties of the President. In the absence of both the President and Vice-President, the  
538 Directors present shall designate one of their number to preside.  
539

540 **6.10 Vote.** Directors may not vote by proxy or by secret ballot at Board meetings,  
541 except that secret ballots may be used in the election and removal of officers.  
542

543 **6.11 Comments.** Comments from the floor by Members who are not Directors may be  
544 invited and permitted by the President whenever the President deems it appropriate or by vote of  
545 the Board of Directors, with respect to the subject matter being discussed or on the agenda, and  
546 shall also be allowed when required by law. The Member's right to speak shall not exceed three  
547 (3) minutes unless the time to speak is extended by the presiding officer of the meeting or a  
548 majority of the Board.  
549

**6.12 Minutes.** Minutes of all meetings of the Members of the Association and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon by each Director present at a Board meeting must be recorded in the minutes. The Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by the Homeowners' Association Act.

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

- (a) Roll call
- (b) Proof of meeting notice or waiver of notice
- (c) Reading and disposal of unapproved minutes
- (d) Reports of officers and committees
- (e) Election of officers, if any
- (f) Unfinished business
- (g) New business
- (h) Announcements
- (i) Adjournment

## ARTICLE VII - OFFICERS

**7.01 Executive Officers.** The executive officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. Each executive officer of the Association shall be a Director of the Association. Any person may hold two or more offices, except that the President shall not also be the Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Any officer may be peremptorily removed by vote of the Directors at any meeting.

**7.02 President.** The President shall be the chief executive officer of the Association, shall have all the powers and duties usually vested in the office of president of a homeowners association, including but not limited to the power to appoint advisory committees as the President may deem appropriate to assist in the conduct of the affairs of the Association. The President shall serve as chairman at all Board and Membership meetings.

**7.03 Vice President.** The Vice President shall, in the absence of the President or during periods in which the President is unable to perform his/her duties, perform the duties of President. If the President shall be removed or resign, die, become legally incompetent or be unable permanently to perform his/her duties as President, the Vice President shall succeed to the Presidency and a Vice President shall be elected by the Board of Directors. In addition, the Vice President shall generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

**7.04 Secretary.** The Secretary, unless the Board directs Management Company LCAM to perform the following, shall keep the minutes of all proceedings of the Directors and the Members and shall attend to the giving and serving of all notice to the Members and Directors, and other notices required by law and the governing documents. In addition, the Secretary unless Board directs Management Company LCAM to perform the following, 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 an Association, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties of the Secretary when the Secretary is absent.

**7.05 Treasurer.** The Treasurer shall be responsible for all property of the Association, including funds, securities, and evidence of indebtedness; shall ensure that the financial books of the Association are kept in accordance with good accounting practices; shall ensure that all financial records are kept in compliance with Florida Statutes; and shall perform all other duties incident to the office of Treasurer.

**7.06 Signing Authority.** Only the President, or in the event the President is unable to act, the Vice President of the Association, are authorized to sign documents and contracts on behalf of the Association except to the extent that the Board of Directors has authorized a manager or other agent to sign.

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

## VIII - COMMITTEES

**8.01 Committees.** The Board of Directors may appoint committees from time to time. Members of the committee shall elect their chairperson. The members of each committee shall serve at the pleasure of the Board of Directors or until the succeeding committee members have been appointed or until their earlier resignation. Unless otherwise provided herein, each committee shall consist of at least three (3) members, all of whom must be Members of the Association, spouses of Members or a Member's designated voting representative.

**8.02 Architectural Review Committee.** The Architectural Review Committee (“ARC”) shall have the duties and functions as provided in the Declaration of Tara Master Association, Inc.

**8.03 Ad Hoc Committees.** The Board of Directors may from time to time appoint and disband such ad hoc committees as necessary to conduct the business and affairs of the Association

**8.04 Powers of Committees.** Committees will report to and be under the direction of the Board of Directors. Committee members may be appointed and removed, with or without cause, upon majority vote of the Board of Directors.

641  
642 **8.05 Term of Office.** A person appointed to serve on a committee shall continue as  
643 such until the next annual membership meeting and until his or her successor is appointed, unless  
644 the committee be terminated sooner or the person be removed from the committee by the  
645 President, with the confirmation of the Board of Directors, the person resigns, or unless such  
646 person shall cease to qualify as a member on the committee.

647  
648 **8.06 Committee Meetings.** Unless otherwise provided by law or in these Bylaws, the  
649 meetings of any committee of the Association shall be open to all Members. If and where  
650 required, notice of the date, time and place of committee meetings shall be posted in a  
651 conspicuous place within the community at least forty-eight (48) hours prior to the time of the  
652 meeting. In the alternative, notice of the meeting may be mailed or delivered to all Members at  
653 least seven (7) days in advance of the meeting. Notice of committee meetings may be published  
654 or in the alternative each committee may provide Members with a pre-arranged schedule of  
655 meetings.

656  
657 **8.07 Quorum and Procedures.** A committee may act only when a quorum (a simple  
658 majority) is present. The act of a majority of the members present at a committee meeting shall  
659 be the act of the committee. Any committee or other body with authority to make a final decision  
660 with regard to the expenditure of Association funds or with the power to approve or disapprove  
661 architectural decisions with respect to a Lot shall follow the same procedures as the Board of  
662 Directors with regard to posting or mailing of meeting notices for members, agendas, attendance  
663 and participation by Members, as required by the Homeowners Association Act. All other  
664 Association committees and similar bodies are exempt from the procedural meeting and notice  
665 requirements of the Homeowners' Association Act and these Bylaws. Such committees shall  
666 adopt their own procedural rules and requirements.

667  
668 **8.08 Scope and Rules.** Each committee shall abide by the scope and stated purpose of  
669 the committee as defined by the Board of Directors, and may adopt rules for its operation  
670 consistent with these Bylaws and with rules adopted by the Board of Directors.

671  
672 **8.09 Reports and Action.** Every committee shall report its findings directly to the  
673 President, the Board of Directors or to the Board of Directors' designee. A committee may not  
674 take any action on behalf of the Association unless the Board of Directors adopts a written  
675 resolution specifically empowering the committee to take such action.

## 676 677 **ARTICLE IX - FINANCES**

678  
679 The provisions for fiscal management of the Association set forth in the Declaration shall  
680 be supplemented by the following provisions:

681  
682 **9.01 Fiscal Year.** The fiscal year of the Association shall be the calendar year, which  
683 shall commence upon the first day of January and conclude on the thirty-first day of December.

684  
685 **9.02 Annual Budget.** The Board of Directors shall adopt, in advance, and may amend  
686 from time to time an annual budget for each fiscal year. The budget must reflect the estimated

revenues and expenses for the next fiscal year, and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees and or charges for recreational amenities. A copy of the proposed annual budget and a notice stating the date, time, and location of the board meeting at which the budget will be considered may be transmitted to each Member not less than 14 days prior to the meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income accounts and expense classifications. The minutes of the Board meeting shall reflect the adoption of the annual budget, and copies of the adopted budget may be attached to the minutes. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

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

**9.04 Reserve Funds - Board Approved.** The Board of Directors may, but shall not be required to, establish and maintain an adequate reserve account for the periodic maintenance, capital improvements and expenditures, cash flow shortfalls, contingencies, and other matters as determined appropriate by the Board of Directors. These funds may be spent for any purpose approved by the Board.

**9.05 Reserve Funds - Membership Approved.** If the Association budget includes reserves approved by the Members, such reserves shall be determined, maintained, and waived according to the requirements of Section 720.303(6), Florida Statutes, as amended from time to time.

**9.06 Special Assessments.** The Board of Directors may levy special assessments against the Lots as necessary to fulfill its corporate purposes, duties, and/or functions. Special assessments are due on the date(s) provided in the Board's resolution approving the special assessment. The notice of the Board meeting to levy a special assessment must be provided in accordance with the requirements of the Bylaws. The funds collected pursuant to a special assessment must be spent for the stated purpose(s) of the special assessment and any surplus may be credited to the members' accounts, applied to the next annual budget, or applied to the reserve accounts, or any combination, as determined appropriate by the Board.

**9.07 Loans.** Loans in the amount of \$100,000 or less may be contracted on behalf of the Association and evidences of indebtedness to secure such loans may be issued in the name of the Association upon the approval of a majority of the Board of Directors via a duly-adopted corporate resolution. Loans in excess of \$100,000 must be approved by the affirmative vote of at



least a majority of the Association's eligible Voting Interests present (in person or by proxy) and voting at a duly-noticed membership meeting called in whole or part for that purpose. The Board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

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

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

**9.10 Fidelity Bonds.** The Association shall purchase and maintain blanket insurance or fidelity bonding for all persons who control or disburse funds of the Association, including without limitation those individuals who are authorized to sign checks and the Association President, Secretary and Treasurer and any contractor handling or responsible for Association funds. Each fidelity bond purchased by the Association shall name the Association as an obligee of the bond. The premiums for bonds shall be paid by the Association as a common expense. The fidelity bonds shall cover the maximum funds that will be in the custody of Directors, officers, employees of the Association, or a management agent, at any time while the bonds are in force.

**9.11 Financial Report.** A financial report shall be prepared annually by the Association and completed, or its preparation and completion shall be contracted for with a third party within ninety (90) days after the close of the fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall either: (a) furnish a copy of the report to each Member, or (b) provide a written notice to each Member that a copy of the report is available upon request at no charge to the Member. Any copy requested by a Member shall be furnished within ten (10) business days after receipt of the request. Financial reports shall be prepared according to the requirements of Section 720.303(7), Florida Statutes, and in accordance with generally accepted accounting principles.

If not less than twenty percent (20%) of the Members petition the Board for a level of financial reporting higher than that required by Section 720.303(7), Florida Statutes, the Association shall duly notice and hold a meeting of Members within thirty (30) days of receipt of the petition for the purpose of voting on raising the level of reporting for that fiscal year. Upon approval of a majority of the total Voting Interests of the Association, the Association shall prepare or cause to be prepared, shall amend the budget or adopt a special assessment to pay for the financial report regardless of any provision to the contrary contained in the Governing Documents, and shall provide the required financial statements within ninety (90) days of the

meeting or the end of the fiscal year, whichever occurs later.

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

**9.13 Insurance.** The Association shall procure, maintain and keep in full force and effect insurance as may be required by the Declaration, Articles of Incorporation, Bylaws or the Homeowners' Association Act, or as reasonably determined necessary and appropriate by the Board of Directors from time to time to protect the interests of the Association.

**9.14 Competitive Bids.** All contracts as further described in this Article or any contract that is not to be fully performed within one (1) year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under the Homeowners' Association Act or the Governing Documents, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten percent (10%) of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services. The Association is not required to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services are not subject to the provisions of this Article. Nothing contained in this Article is intended to limit the ability of the Association to obtain needed products and services in an emergency. This Article does not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county.

## **ARTICLE X - PLEDGE OF PUBLIC CONDUCT**

The Board may disagree, but will be respectful of one another and the Membership. The Board will avoid personal attacks.

## **ARTICLE XI - RECORDS**

**11.01 Inspection and Copying of Records.** Any member wishing to inspect or make copies of the Official Records of the Association must submit a written request to the Secretary. The request should state which record or records are to be inspected, and must be signed and dated by the person requesting the inspection. The member making the inspection will be charged for the costs of the inspection, including the costs of supervising the inspection, and any copying costs.

**11.02 Recording.** Any Lot Owner may tape record or videotape meetings of the Board. Tape recording and videotaping of a meeting shall be in compliance with such reasonable rules as may be adopted, in writing, by the Board.

825       **11.03 Member Information.** Members are responsible for supplying to the Association  
826 all information necessary to maintain and keep current the records of the Association. The  
827 records of the Association shall include information required by The Florida Homeowners  
828 Association Act and records necessary for effective operation of the Association. Members shall  
829 reply to requests for information from the Association within thirty (30) days of receipt.  
830

## 831                   **ARTICLE XII - FINING AND OTHER ENFORCEMENT**

832

833       **12.01 Fining.** In addition to all other remedies provided for in the Declaration, the  
834 Board of Directors shall have the power to levy reasonable fines against any Member or any  
835 Member's tenant, guest, or invitee for the failure of the Member or its tenant, occupant,  
836 licensee, or invitee to comply with the provision of the Homeowners' Association Act, the  
837 Declaration, the Association Bylaws, or reasonable Rules of the Association. A Member shall  
838 be jointly and severally liable for the payment of any fine levied against the Member's tenant,  
839 guest or invitee. A fine or suspension may not be imposed by the Board of Directors without at  
840 least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity  
841 for a hearing before a committee. If the Board of Directors imposes a fine, the Association must  
842 provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if  
843 applicable, to any tenant, licensee, or invitee of the Owner.  
844

845               (a)     Hearing Committee. The Board shall appoint a Hearing Committee, which  
846 shall be composed of at least three (3) Members who are not officers, Directors, or employees of  
847 the Association, or the spouse, parent, child, or sibling of an officer, Director, or employee of the  
848 Association. The role of the Hearing Committee is limited to determining whether to confirm or  
849 reject the fine or suspension levied by the Board.  
850

851               (b)     Limits on Fine Amounts. A fine may not exceed One Hundred Dollars  
852 (\$100.00) per violation, or \$100.00 per day in the case of a continuing violation with a single  
853 notice and opportunity for a hearing. No fine for a continuing violation shall exceed in the  
854 aggregate the amount of One Thousand Dollars (\$1,000.00).  
855

856               (c)     Collection. Fines shall be payable within thirty (30) days. In the event a  
857 person refuses or otherwise fails to pay a fine, the Association may mediate if and as required by  
858 law and proceed with legal action in a court of competent jurisdiction to collect the sum. In any  
859 action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from  
860 the non-prevailing party as determined by the court. A fine of less than One Thousand Dollars  
861 (\$1,000.00) may not become a lien against a Parcel; however, a fine of One Thousand Dollars  
862 (\$1,000.00) or more may become a lien against a Lot or Parcel. Fines not paid within thirty (30)  
863 days shall accrue interest at the highest rate allowed by law (currently eighteen percent (18%)  
864 per annum) and a late fee of Twenty-Five (\$25) Dollars. Any judgment obtained by the  
865 Association shall be recorded in the public records and filed with the Florida Secretary of State.  
866

867       **12.02 Nonpayment of Amounts Due; Suspension of Voting Rights.** An Association  
868 may suspend the voting rights of a Member for the nonpayment of any fee, fine, or other  
869 monetary obligation due to the Association that is more than ninety (90) days delinquent. A  
870 Voting Interest or consent right allocated to a Lot or Member 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 Homeowners' Association Act or pursuant to the Governing Documents. Notice and hearing requirements do not apply to a suspension imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue to the Association.

**12.03 Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association's Board of Directors may elect, but shall be under no legal duty or obligation, to enforce any provisions of the Governing Documents, Homeowners' Association Act, the Declaration, these Bylaws or the Rules and Regulations as provided in said documents, or by suit at law in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the violator shall pay all costs, including reasonable attorneys' and paralegals' fees actually incurred by the Association.

**12.04 Attorney's Fees and Waiver.** The Association may also charge a Lot for any reasonable attorney's fees and costs incurred in obtaining any form of compliance by the Owner or tenant thereof and such charge shall be payable and collectible in the same manner as an assessment by the Association as provided in the Declaration. The failure to enforce any provision of the Declaration or Rules and Regulations shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. The failure of the Board of Directors to enforce any provision of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

## ARTICLE XIII - AMENDMENTS

**13.01** These Bylaws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) An amendment may be proposed by either the majority vote of the Board of Directors taken at a Board meeting at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the vote of a majority of a quorum of Members present in person or by proxy at a special or regular meeting of the Members or by written instrument signed by thirty (30) percent of the total membership.

(c) Such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting Chief Executive Officer in the absence of the President, who shall thereupon call and hold a regular or special Meeting of the Members of the Association not later than sixty (60) days from the receipt by him of the proposed amendment or amendments.

(d) A proposed amendment must receive the affirmative approval of at least two thirds (2/3rds) of the Members of the Association who are present and voting, in person or by proxy, at a duly noticed meeting called for that purpose, or by the written consent of at least a majority of all Members.

(e) When an amendment has been so adopted, a copy of same shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws and referencing the Declaration by its original recording information. The certificate shall be executed by the officers of the Association with the formalities of a deed when such certificate and copy of amendment are recorded in the Public Records of Manatee County, Florida.

**13.02 Automatic Amendment.** These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration. Whenever Chapter 720, Florida Statutes, Chapter 617, Florida Statutes, 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 the 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, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

**13.03 Limitation on Amendment.** Pursuant to Section 720.306(1)(c), Florida Statutes, an amendment may not materially and adversely alter the proportionate Voting Interest appurtenant to a Lot or increase the proportion or percentage by which a Lot shares in the common expense of the Association unless the record Lot Owner and all record owners of liens on the Lots join in the execution of the amendment. A change in the quorum requirements is not an alteration of Voting Interests. The merger or consolidation of one or more associations under a plan of merger or consolidation pursuant to Chapter 617, Florida Statutes, is not a material or adverse alteration of the proportionate Voting Interest appurtenant to a Lot.

## ARTICLE XIV - MISCELLANEOUS

**14.01 Interpretation.** Unless defined herein, terms used herein shall have the same meaning as provided in the Declaration or the Homeowners' Association Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable and arbitrary. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to implement its obligations and authorities under the Declaration. Wherever the context so requires, the use of any gender herein shall be deemed to include all genders and the use of the plural shall include the singular and the singular shall include the plural. Unless the context shall otherwise require, terms used herein shall have the same meanings as set forth in the Declaration.

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

**14.03 Headings.** The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.

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