

AMENDED AND RESTATED**BYLAWS OF
BAY ISLES BAYOU ASSOCIATION, INC.**

*[Substantial rewording of the Bylaws.
See existing document as amended for present text.]*

WHEREAS, the original Declaration of Restrictions, Limitations, Conditions and Agreements for **BAY ISLES UNIT #2 AND UNIT #7** ("Declaration") was recorded at Official Records Book 1160, Page 132 *et seq.* of the Public Records of Sarasota County, Florida; and

WHEREAS, the Bylaws of **BAY ISLES BAYOU ASSOCIATION, INC.** ("Association"), a corporation not for profit under the laws of the State of Florida and a homeowners association pursuant to Chapter 720, Florida Statutes, were recorded as an exhibit to the Declaration; and

WHEREAS, the Board of Directors of the Association proposed and approved these Amended and Restated Bylaws at a duly noticed and convened Board meeting held on February 23, 2023; and

WHEREAS, at least two-thirds (2/3) of the Voting Interests participating in person or by proxy at a duly noticed membership meeting, but in no event less than 64 affirmative votes (a majority of the total Voting Interests of 126), approved these Amended and Restated Bylaws pursuant to Article 14 of the Bylaws at a duly-noticed and convened membership meeting held on March 24, 2023; and

WHEREAS, the number of membership votes cast in favor of the Amended and Restated Bylaws were sufficient for approval pursuant to Article 14.3 of the Bylaws and Florida law.

NOW, THEREFORE, the Association does hereby adopt the following Amended and Restated Bylaws of **BAY ISLES BAYOU ASSOCIATION, INC.**, which supersede and replace the previous Bylaws and all amendments thereto:

ARTICLE 1. NAME, PRINCIPAL OFFICE, AND CORPORATE INFORMATION

1.1 Corporate Name. The name of the not for profit corporation is **BAY ISLES BAYOU ASSOCIATION, INC.** ("Association").

1.2 Location of Principal Office. The principal address of the Association is 595 Bay Isles Road, Suite 225, Longboat Key, Florida 34228. The Association's Board of Directors may change the Association's principal office from time to time in the manner provided by law.

1.3 Additional Corporate Information. The Association was incorporated on March 3, 1977 with the State of Florida, Secretary of State and was assigned Corporate Charter Number 738251. The original Declaration of Restrictions, Limitations, Conditions and Agreements for **BAY ISLES UNIT #2 AND UNIT #7** ("Declaration") was recorded at Official Records Book 1160, Page 132 *et seq.* of the Public Records of Sarasota County, Florida. The Subdivision Plat of **BAY ISLES UNIT NO. 2** was recorded at Plat Book 24, Pages 5, 5A and 5B of the Public Records of Sarasota County, Florida. The Subdivision Plat of **BAY ISLES UNIT NO. 7** was recorded at Plat Book 29, Pages 20 and 20A of the Public Records of Sarasota County, Florida.

1.4 Corporate Seal. The corporate seal of the Association shall bear the name of the corporation, the word "Florida", the words "corporation not for profit" and the year of incorporation (1977). Alternatively, the words "Corporate Seal" shall serve as the official seal of the Association. The corporate seal may be used by causing it, or a facsimile or copy of it, to be impressed, affixed, reproduced or otherwise placed upon any document where a corporate seal may be required.

1.5 Definitions. The definitions for various terms used in these Bylaws will be as set forth in the Declaration.

ARTICLE 2. MEMBERSHIP AND VOTING

2.1 Qualification of Membership. Every record owner of legal title to any Lot in the **BAY ISLES UNIT NO. 2** and **BAY ISLES UNIT NO. 7** is a Member of the Association. If a Lot is subject to an agreement for deed, whether recorded or not, the purchaser in possession will be treated as the owner solely for purposes of determining voting and use rights; membership is appurtenant to, runs with, and may not be separated from, the real property interest upon which membership is based.

2.2 Termination of Membership. Termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of the person's membership, nor does it impair any rights or remedies the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

2.3 Voting Interests. Unless suspended in the manner provided by the Homeowners Association Act, the Members of the Association are entitled to one (1) vote for each Lot owned by them in Association matters where a vote of the Members is permitted or required. The vote of a Lot is not divisible. The total number of votes ("Voting Interests") is equal to the total number of Lots subject to this Declaration (126 Voting Interests).

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

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of an owner is required upon any matter, whether the subject of an Association meeting or not, that decision or approval may be expressed by any person who could cast the vote on that Owner's Lot at an Association meeting, as stated in this Article 2, unless the written approval or joinder of record Owners is specifically required.

2.6 Voting Representative. The following persons shall be authorized to cast a vote on behalf of a Lot depending on the specific ownership interest:

A. Individual Person. If a Lot is owned by one (1) natural person, that person shall automatically be designated as the Lot's Voting Representative on admission to membership and is authorized to cast the vote on behalf of the Lot. No voting certificate shall be required.

B. Voting for Units Jointly Owned. If a Lot is owned jointly by two or more natural persons, the person to cast the vote for the Lot shall be designated by a voting certificate signed by at least two owners. Absent such a voting certificate, the Owner first listed on the County's property

records shall be authorized to cast the vote on behalf of the Lot. Should more than one person vote or cast a ballot for the Lot, and the votes conflict, no vote shall be counted for the Lot.

C. Corporation. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a voting certificate signed by the president or vice president of the corporation and attested by the secretary or assistant secretary of the corporation. Absent such a voting certificate, the president or vice president of the corporation shall be authorized to cast the vote on behalf of the Lot. However, if more than one vote is cast for the Lot and the votes conflict, no vote shall be counted for the Lot.

D. LLC. If a Lot is owned by a Limited Liability Company ("LLC"), the person entitled to cast the vote for the Lot shall be designated by a voting certificate signed by any member or managing member of the LLC. Absent such a voting certificate, any member of the LLC shall be authorized to cast the vote on behalf of the Lot. However, if more than one vote is cast for the Lot and the votes conflict, no vote shall be counted for the Lot.

E. Partnership. If the Lot is owned by a partnership, the person entitled to cast the vote for the Lot shall be designated by a voting certificate signed by a partner. Absent such a voting certificate, any named partner of the partnership shall be authorized to cast the vote on behalf of the Lot. However, if more than one vote is cast for the Lot and the votes conflict, no vote shall be counted for the Lot.

F. Trust. If the Lot is owned by a trustee, the person entitled to cast the vote for the Lot shall be designated by a voting certificate signed by a trustee of the trust. Absent such a voting certificate, the trustee of the trust shall be authorized to cast the vote on behalf of the Lot. However, if more than one vote is cast for the Lot and the votes conflict, no vote shall be counted for the Lot.

2.7 Voting Certificate. All voting certificates must be in writing and filed with the Association. A voting certificate shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote conferred by Lot ownership may be revoked by any Owner of a Lot. The Association shall have a right to rely on the veracity of any person indicating that he or she is the authorized representative of a Lot Owner as set forth above.

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

ARTICLE 3. MEETINGS OF MEMBERS

3.1 Annual Meetings of Members. The annual meeting of the Members shall be held between **January 1st and April 15th** of each year, at a date, time and place within the Town of Longboat Key as specified by the Association's Board of Directors. At each annual membership meeting, the

Members shall elect Directors and may conduct such other business as may be properly brought before the membership meeting. The membership shall meet at least once each calendar year.

3.2 Special Membership Meetings. The President, Vice President, or Secretary of the Association may call special meetings of the Members. In addition, it shall be the duty of the President to promptly call a special meeting of the Members if so directed by resolution adopted by a majority of the Board of Directors, or upon receipt of a written petition signed by at least twenty (20) percent of the total eligible Voting Interests of the Association, which request shall state a valid purpose or purposes for the special membership meeting. The notice of any special membership meeting shall state the date, time, location, and the purpose(s) thereof. No business shall be transacted at a special membership meeting except as stated in the notice.

3.3 Notice of Membership Meetings. The Association shall provide proper notice of all Members' meetings. The meeting notice shall include an agenda and shall state the date, time and place for which the meeting is called. The notice shall be mailed, emailed, or hand-delivered to each Member at the Member's designated address as it last appears on the books of the Association. The Association shall provide notice of the meeting to all Members not less than fourteen (14) days or more than sixty (60) days prior to the date of the membership meeting. The person providing the notice of the membership meeting shall provide proof of proper and timely notice by affidavit. 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 their addresses. If ownership of a Lot is transferred after a notice has been transmitted, no separate notice to the new Owner is required.

3.4 Electronic Transmission. Notwithstanding any other provision herein, notice of meetings of the Board of Directors, membership meetings (except membership meetings to recall directors), and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission. Electronic Transmission means any form of communication, not directly involving the physical transmission or transfer of paper, that creates a record that may be retained, retrieved, and reviewed by the recipient and that may be directly reproduced in a comprehensible and legible paper form by the recipient through an automated process such as a printer or a copy machine. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. Electronic Transmission does not include oral communication by telephone.

3.5 Proxies. Members may cast their vote 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. Proxies shall not be used in the election of Directors. To be valid, a limited proxy must state the date, time, and place of the membership meeting for which it was given and must be signed by the person(s) authorized to cast the vote on behalf of the Lot. A limited proxy is effective only for the specific membership meeting for which it was originally given, and as the meeting may lawfully be adjourned and reconvened from time to time. Proxies automatically expire ninety (90) days after the date of the membership meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. Any copy, facsimile transmission, or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the original proxy could be used if the copy, facsimile transmission, or other reproduction is a complete reproduction of the entire proxy.

3.6 Quorum. The presence, in person or by proxy, of Members representing at least thirty (30) percent of the eligible total Voting Interests in the Association, that is, at least 38 of the 126 Voting Interests, shall constitute a quorum at all membership meetings of the Association. If a membership meeting cannot be convened because a quorum is not obtained, the Members present, in person or by proxy, may postpone the meeting and at any reconvened membership meeting until a quorum can be attained. Members may attend a membership meeting in person or by proxy. A Voting Interest or consent right allocated to a Lot or Member that has been properly suspended by the Association's Board of Directors may not be counted towards the total number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to conduct an election, or the number of Voting Interests required to approve an action under the Homeowners' Association Act or pursuant to the Declaration, Articles of Incorporation, or these Bylaws.

3.7 Vote Required to Make Decisions. When a quorum is obtained at any membership meeting, the vote of a Majority of the Voting Interests present in person or by proxy shall decide any question brought before the meeting, unless the Declaration, these Bylaws, the Articles of Incorporation, or any applicable statute provides otherwise, in which event the vote prescribed therein shall control.

3.8 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 a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If the date, time, and place for reconvening the membership meeting are not announced at the meeting before an adjournment is taken, notice of the new date, time, and place for the reconvened meeting shall be given to the Members in the manner prescribed in Article 3.3 above. Any business that might have been transacted on the original date of the membership meeting may be transacted at the adjourned membership meeting.

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

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

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

- A. Call Meeting to Order
- B. Election of Chairperson (if President or designee is absent)
- C. Determination of a Quorum
- D. Proof of Meeting Notice or Waiver of Notice
- E. Reading or Waiving of Previous Minutes
- F. Reports of Officers
- G. Reports of Committees
- H. Seating of the Vote Counters
- I. Election of Directors
- J. Unfinished business
- K. New business

- L. Member Comments
- M. Announcements
- N. Adjournment

3.12 Attendance at Meetings. Members may attend membership meetings in person or by proxy. 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.

3.13 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.

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

ARTICLE 4. BOARD OF DIRECTORS

4.1 Administration of Affairs. The governance and administration of the affairs of the Association shall be vested in the Board of Directors ("Board"). All powers and duties granted to the Association by law or in the Governing Documents shall be exercised by the Board, subject to the approval or consent of the Members only when specifically required.

4.2 Number of Directors. The Board shall consist of three (3), five (5), or seven (7) Directors, with the exact number for the next year to be fixed by the Board of Directors at least 60 days prior to the annual membership meeting. In the absence of the Board timely fixing a number of Directors, the Board will remain at the same number as the present year.

4.3 Term of Office. Directors shall serve two (2) year staggered terms of office ending at the final adjournment of the annual membership meeting at which their successors are duly elected, or at such other time as may be provided by law. The Board may temporarily assign a one-year term of office, if necessary, to implement or reimpose the proper two-year staggering of the Board of Directors. Any Director whose term is expiring may stand for reelection to the Board. All Directors shall serve until their respective successors shall have been duly elected and qualified or until their earlier resignation or removal.

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

4.5 Election of Directors. Proxies shall not be used in the election of Directors. The election of Directors shall be conducted at the annual membership meeting, in the following manner:

A. Not less than sixty (60) days before a scheduled election of Directors, the Association shall mail, email or deliver to each Lot Owner entitled to vote, a first notice of the date of the election. Any Lot Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days nor more than thirty-four (34) days before the membership meeting at which the election will occur, the Association shall mail, email, or deliver a second notice of the meeting to all Lot Owners entitled to vote, together with a written Director election ballot which shall list all Director candidates in alphabetical order by surname. Upon request of a Director candidate received by the Association at least thirty-five (35) days prior to the election, the Association shall include with the second mailing of the director election ballot a candidate information sheet, not larger than 8 1/2 inches by 11 inches, furnished by the Director candidate to the Association. The costs of mailing and copying of the Director candidate information sheets shall be paid by the Association. The Board may appoint a nominating committee. If such a nominating committee is created by the Board, the purpose of the committee is to seek out and encourage qualified candidates to run for the Board of Directors.

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

C. Paper Director election ballots will be available for use by those Owners attending the meeting in person who have not yet cast a ballot or who wish to override a Ballot previously cast and identifiable to the Owner. No Lot Owner shall permit another person to cast his or her Director election ballot, and any such improperly cast ballot shall be deemed invalid. Proxies shall not be used in the election of Directors. Proxyholders for Owners may vote their proxies with the exception of election of Directors.

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

E. There shall be no quorum requirement for the election of Directors; however, at least twenty (20) percent of the eligible voters must cast a Director election ballot to have a valid election.

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

4.6 Removal of Directors and Vacancies. Any Director may be removed or recalled from office with or without cause, upon the written agreement of a majority of the total Voting Interests of the Association in the manner provided by Section 720.303(10), Florida Statutes. Unless otherwise

provided by law, upon removal of a Director, a successor shall be appointed by a majority of the remaining Board of Directors (even if less than a quorum) to fill the vacancy for the remainder of the term of such Director. Any Director who is delinquent in the payment of any fee, fine, Assessment or other monetary obligation to the Association for more than ninety (90) days is not eligible for Board membership and shall be automatically removed from office. In the event of the death, disability, or resignation of a Director, the remaining members of the Board may appoint a successor to fill the vacancy for the remainder of the term of such Director.

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

4.8 Regular Board Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Regular meetings of the Board of Directors may be held at such date, time and place, within the Town of Longboat Key, as shall be determined, from time to time, by at least two (2) Directors or on the call of the President or Vice President. A meeting of the Board must be held at a location that is accessible to a physically handicapped person if timely requested by a physically handicapped person who has a right to attend the Board meeting.

4.9 Special Board Meetings. Special meetings of the Board of Directors may be called by the President, the Vice President, or at the written request of any two (2) Directors and must be held within the Town of Longboat Key. If at least twenty (20) percent of the Voting Interests deliver a written request to the Board to address an item of business, the Board shall at its next regular meeting, or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the request, place the item on the Board's meeting agenda.

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

4.11 Special Notice of Certain Board Meetings. In addition to the notice required by Article 4.10 herein, an assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding Lot use will be considered must be mailed, emailed, delivered, or electronically transmitted to the Members not less than fourteen (14) days before the meeting.

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

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

4.14 Adjournment. A majority of the Directors who are present, in person or by other permitted means, at a Board meeting may adjourn the meeting and continue the meeting at a later date and time as determined appropriate by the Directors. At the continued meeting, any business which might have been transacted at the adjourned Board meeting as originally called may be transacted without further notice.

4.15 Conduct of Meetings. The President or the President's designee shall preside over all meetings of the Board of Directors. The Secretary or management company shall keep a minute book or electronic folder containing written records of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and transactions and proceedings occurring at such meetings as well as a notation as to any Director who abstained from voting or voted contrary to the prevailing opinion. Votes at any Board of Directors meeting may not be by proxy or secret ballot, except that secret ballots may be utilized in the election of officers. A Director who is present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A vote or abstention shall be recorded in the minutes.

4.16 Voting. The acts approved by a Majority of the Voting Interests present at a Board meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, or these Bylaws. A Director who is present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. A vote or abstention shall be recorded in the minutes. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers.

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

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

4.19 Compensation. A Director, officer, or committee Member of the Association may not receive any salary or any other compensation from the Association for the performance of duties as a Director, officer, or committee member and may not in any other way benefit financially from service to the Association. This subsection does not preclude: (a) participation by such person in a financial benefit

accruing to all or a significant number of Members as a result of actions lawfully taken by the Board or a committee of which he or she is a member, including, but not limited to, routine maintenance, repair, or replacement of community assets; (b) reimbursement for out-of-pocket expenses incurred by such person on behalf of the Association, subject to approval in accordance with procedures established by the Association's Governing Documents or, in the absence of such procedures, in accordance with an approval process established by the Board; (c) any recovery of insurance proceeds derived from a policy of insurance maintained by the Association for the benefit of its Members; (d) any fee or compensation authorized in the Governing Documents; or (e) any fee or compensation authorized in advance by a vote of a majority of the Voting Interests voting in person or by proxy at a meeting of the Members.

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

A. One or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented;

B. Legal counsel, public accountants, or other persons as to matters the director reasonably believes are within the persons' professional or expert competence; or

C. A committee of the Board of Directors of which he or she is not a member if the director reasonably believes the committee merits confidence.

A Director is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted above unwarranted. A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Article 4.20.

4.21 Minutes of Meetings. The minutes of all Board meetings shall be kept in a business-like manner in a book or electronic folder available for inspection by Lot Owners or their authorized representatives at any reasonable time. The Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by the Homeowners' Association Act.

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

4.23 Vacancies. Except as to vacancies caused by removal of a majority of the Directors by Members, which vacancies shall be filled in the manner provided in the Homeowners' Association Act, vacancies in the Board of Directors occurring between annual membership meetings may be filled by a vote of a majority of the remaining Directors, even if less than a quorum, to serve for the remainder of the Director's unexpired term of office, unless otherwise provided by law. A Director or officer who is more than ninety (90) days delinquent in the payment of any monetary obligation to the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled by the Board.

4.24 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. Members Comments
- I. Announcements
- J. Adjournment

ARTICLE 5. OFFICERS

5.1 Executive Officers. The executive officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President and Vice President shall be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one (1) or more Vice Presidents, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. The same person may hold two or more offices, provided, however, that the office of President, Secretary, or Assistant Secretary, shall not be held by the same person. The Board of Directors from time to time shall appoint such other officers and assistant officers and may designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

5.3 Removal. Any officer may be removed by a majority vote of the Board of Directors in the sole discretion of the Board. The removal or resignation of a Director who also is an officer shall automatically act as a removal of the Director as an officer.

5.4 Resignation. Any officer may resign at any time by giving written notice, including but not limited to emailed notice, to any Association officer or management. Such written resignation shall take effect on the date of the receipt of such notice or at a later time specified in the notice, and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

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

5.6 Vice President. The Vice Presidents, in the order of their seniority shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally, and exercise other powers and perform other duties as shall be prescribed by the Board of Directors.

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

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

5.9 Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries may be appointed by the Board and shall perform such duties as shall be assigned to them by the Treasurer or Secretary respectively, or by the President or the Board of Directors.

ARTICLE 6. COMMITTEES

6.1 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, the majority of whom must be Members of the Association, spouses of Members, or a Member's designated voting representative.

6.2 Architectural Review Committee. The Architectural Review Committee ("ARC") shall have the duties and functions as provided in the Declaration.

6.3 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.

6.4 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.

6.5 Term of Office. A person appointed to serve on a committee shall continue as such until the next annual membership meeting and until his or her successor is appointed, unless the

committee be terminated sooner or the person be removed from the committee by the President, with the confirmation of the Board of Directors, the person resigns, or unless such person shall cease to qualify as a member on the committee.

6.6 Committee Meetings. Any committee authorized to take final action on behalf of the Board of Directors regarding architectural decisions or the expenditure of Association funds shall conduct their meetings in the same manner as provided in these Bylaws for Board of Directors meetings. Committees, otherwise, may meet and conduct their business without prior notice and member participation. Committee meetings with legal counsel present in person or in real time communication, and meetings discussing potential, pending, or active legal action or personnel matters, shall not be open to members unless a particular member(s) has been specifically authorized to attend by the Committee chairmen or the President or Secretary of the Board of Directors.

6.7 Scope and Rules. Each committee shall abide by the scope and stated purpose of the committee as defined by the Board of Directors and may adopt rules for its operation consistent with these Bylaws and with rules adopted by the Board of Directors.

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

ARTICLE 7. FISCAL MANAGEMENT

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

7.2 Annual Budget. The Board of Directors shall adopt, in advance, and may amend 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. 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.

7.3 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.

7.4 Reserve Funds – Board Approved. The Board of Directors may, but shall not be required to, establish and maintain adequate reserve or contingency accounts for the periodic maintenance, repair, and replacement of the common property, capital improvements and expenditures, cash flow shortfalls, contingencies, and other matters as determined appropriate by the Board of Directors. These funds may be spent by the Board using its reasonable discretion.

7.5 Special Assessments. The Board of Directors may levy special assessments against the Lots as necessary to pay the costs and expenses of the administration, operation, maintenance,

repair or replacement of the Common Areas, or 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 Article 4.11 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 or contingency accounts, or any combination, as determined appropriate by the Board.

7.6 Loans. Loans in the amount of \$100,000 or less may be contracted on behalf of the Association upon the approval of a majority of the Board of Directors and evidence 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 at which a quorum is obtained that was 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.

7.7 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. Expenditures for social activities of the Association must not exceed three (3) percent of the annual operating budget.

7.8 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.

7.9 Fidelity Bonds. The Association shall purchase and maintain asset recovery 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 contracted entity handling or responsible for Association funds. Each instrument purchased by the Association for these purposes shall name the Association as an obligee. The premiums for the instruments shall be paid by the Association as a common expense. The instruments shall collectively 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 instruments are in force.

7.10 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 one hundred twenty (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 (20) percent 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.

7.11 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.

7.12 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.

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

7.14 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 five percent (5) percent of the total annual budget of the Association, including reserves and contingencies, 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 8. FINING AND OTHER ENFORCEMENT

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

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

B. Limits on Fine Amounts. A fine may not exceed Two Hundred Dollars (\$200.00) per violation against any Member or any Member's tenant, guest, or invitee for the failure of the Owner of the Lot or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Bylaws, or reasonable Rules and Regulations of the Association. A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed Twenty Thousand Dollars (\$20,000.00) in the aggregate.

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

8.2 Suspension of Use Rights. If a Member is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's tenant, guest, or invitee, to use Common Areas and facilities until the fee, fine, or other monetary obligation is paid in full. This subsection does not apply to that portion of Common Areas used to provide access or utility services to the Lot. A suspension may not prohibit an Owner or tenant of a Parcel from having vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park. The notice and hearing requirements under Article 8.1 do not apply to a suspension imposed under this subsection. The suspensions permitted hereunder apply to a Member and, when appropriate, the Member's tenants, guests, or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Lots owned by a Member.

8.3 Nonpayment of Amounts Due; Suspension of Voting Rights. An Association may suspend the voting rights of a Member for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than ninety (90) days delinquent. A Voting Interest 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. The notice and hearing requirements under Article 8.1 hereof 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.

8.4 Additional 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 Homeowners' Association Act, the Declaration, these Bylaws or the Rules and Regulations by suit at law in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the violator shall pay all costs, including reasonable attorneys' and paralegals' fees actually incurred by the Association.

ARTICLE 9. RULES AND REGULATIONS; USE RESTRICTIONS. The Association's Board of Directors may from time to time adopt and amend reasonable Rules and Regulations governing the Common Areas and Lots, and the operation of the Association. Copies of such Rules and Regulations shall be furnished to each Owner upon request.

ARTICLE 10. AMENDMENTS. These Bylaws may be amended in the following manner:

10.1 Proposal. An amendment to these Bylaws may be proposed by a majority of the Board of Directors or by written petition signed by no less than twenty (20) percent of the Association's total eligible Voting Interests. If by written petition, the proposed amendments must be submitted to a vote of the Association not later than the next annual membership meeting.

10.2 Vote Required. The Bylaws may be amended by the approval of not less than two-thirds (2/3) of the eligible Voting Interests of the Association present in person or by proxy and voting at a duly convened membership meeting at which a quorum is attained. Amendments may be approved at a membership meeting or in writing in lieu of a membership meeting as provided in the Bylaws provided that notice of any proposed amendment must be given to the Members. The notice must contain or have attached to it the full text of the proposed amendment(s).

10.3 Automatic Amendment. These Bylaws may be amended by the Board of Directors, if necessary, to make the same consistent with the provisions of the Declaration. Whenever Chapters 607, 617 or 720, Florida Statutes, or other applicable Florida or Federal laws or administrative regulations, are subsequently amended so that these Bylaws are inconsistent with the applicable law or administrative rules, the Board of Directors, without a vote of the Members, may, but shall not be under a duty or obligation, to adopt by majority vote of the Board, amendments to these Bylaws to make them consistent.

10.4 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.

10.5 Certification. A copy of each amendment to these Bylaws shall be recorded in the Official Records of Sarasota County, Florida, along with a certificate of amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully adopted. An amendment becomes legally effective when filed and recorded as provided herein.

ARTICLE 11. PARLIAMENTARY RULES OF PROCEDURES. Robert's Rules of Order (latest edition) shall guide the conduct of all Association meetings when not in conflict with the Homeowners' Association Act, the Not-For-Profit Corporate Act, the Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations, all as amended from time to time; however, failure to comply with Robert's Rules of Order shall not invalidate otherwise valid acts.

ARTICLE 12. MISCELLANEOUS

12.1 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. A written opinion rendered by Boards of Directors' legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable and arbitrary shall conclusively establish the validity of such interpretation.

12.2 Definitions. If a term is not defined herein or in the Declaration or the Homeowners' Association Act or is deemed ambiguous, the Board of Directors shall be responsible for defining the term in its reasonable discretion. The Board of Directors may refer to the Florida Building Code (latest edition), the common or historical use of the term in the community or refer to a common dictionary when defining a term. The Board of Directors' definition shall be binding on all parties unless wholly unreasonable and arbitrary. A written opinion rendered by legal counsel that a definition adopted by the Board of Directors is not wholly unreasonable and arbitrary shall conclusively establish the validity of such definition.

12.3 Conflicts. The term "Governing Documents," as used in these Bylaws and elsewhere shall include the Declaration, Articles of Incorporation, 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. In the event of a conflict between the language in the Declaration and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict in any of the Governing Documents, the documents shall control in the following order:

- A. Declaration;
- B. Articles of Incorporation;
- C. Bylaws; and
- D. Rules and Regulations.

12.5 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.

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

12.7 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.

12.8 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.


12.9 Attorney's Fees and Waiver. The Association may also charge a Lot for any reasonable attorney's fees and costs incurred in obtaining compliance by the Owner or tenant thereof and such charge shall be payable and collectible in the same manner as an assessment by the Association as

provided in the Declaration. The failure to enforce any provision of the Declaration or Rules and Regulations shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. 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.

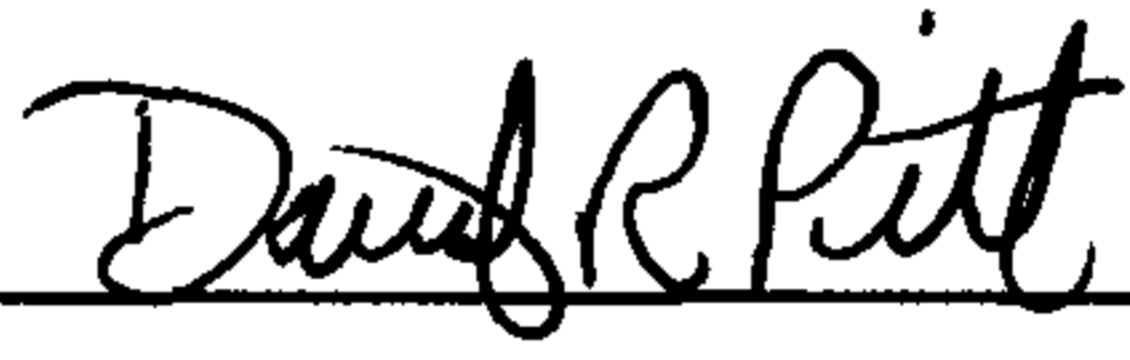
THESE AMENDED AND RESTATED BYLAWS were approved by the required votes of the Board of Directors and the membership of the Association at duly-noticed and conducted meetings of **BAY ISLES BAYOU ASSOCIATION, INC.**

DATED this 12TH day of APRIL, 2023.

BAY ISLES BAYOU ASSOCIATION, INC.
a Florida not for profit corporation

Sign: 
Print: C. MARTIN COOPER
As the President of the Association

(Corporate Seal)

Attest:
Sign: 
Print: D. DAVID R. PITT
As the Secretary of the Association