

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

**CERTIFICATE OF AMENDMENT TO
BYLAWS OF
VILLA GRANDE AT BURNT STORE ISLES, INC.**

THIS CERTIFICATE is made to reflect and document an Amendment of the Bylaws of Villa Grande at Burnt Store Isles, Inc. The Bylaws of Villa Grande at Burnt Store Isles, Inc. have been recorded in the Public Records of Charlotte County as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a. Declaration of Condominium for Villa Grande At Burnt Store Isles, a Condominium June 6, 2007	3168/2041 et seq.

The undersigned officers of the Board of Directors of Villa Grande at Burnt Store Isles, a Florida not-for-profit corporation, hereby certify as follows:

1. The Bylaws of Villa Grande at Burnt Store Isles is hereby amended in accordance with Exhibit "A" attached hereto and entitled First Amendment of the Bylaws of Villa Grande at Burnt Store Isles, Inc.

2. This Amendment of the Bylaws of Villa Grande at Burnt Store Isles was proposed by duly adopted resolution, and approved by a vote of not less than two-thirds (2/3) of the voting membership.

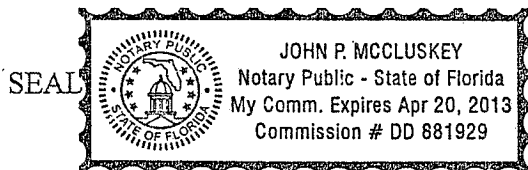
Executed this 13 day of DECEMBER, 2012, at
Port Charlotte, Florida.

VILA GRANDE AT BURNT STORE
ISLES, A CONDOMINIUM

By: Wm Sturges
Name: Wm Sturges
Its: President

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 13TH day of DECEMBER, 2012, by WILLIAM HUGHES, who is personally known to me or produced _____ as identification.



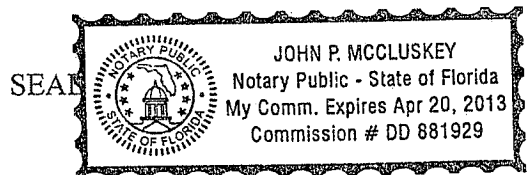
John P. McCluskey
NOTARY PUBLIC

JOHN P. MCCLUSKEY
Printed name of notary

By: William H. Koenig
Name: William H. Koenig
Its: Secretary

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 13TH day of DECEMBER, 2012, by WILLIAM KOENIG, who is personally known to me or produced _____ as identification.



John P. McCluskey
NOTARY PUBLIC

JOHN P. MCCLUSKEY
Printed name of notary

FIRST AMENDMENT OF THE
BYLAWS OF
VILLA GRANDE AT BURNT STORE ISLES, INC.

Article 20.2 entitled Adoption is hereby amended to read as follows:

An amendment may be proposed either by a majority of the Board of Directors or by not less than one third (1/3) of the members of the Association. The amendment shall be adopted if it is approved by not less than a simple majority of the entire membership of the corporation, in person or by proxy at a meeting of Unit Owners called for that purpose ~~two-thirds (2/3) of the voting membership.~~

BYLAWS

OF

VILLAS AT BURNT STORE ISLES, INC.

ARTICLE I

IDENTITY:

These are the Bylaws of VILLAS AT BURNT STORE ISLES, INC., a corporation not-for-profit under the laws of the State of Florida, organized for the purpose of administering that certain condominium located in Charlotte County, Florida, and known as VILLAS AT BURNT STORE ISLES, a condominium (the condominium).

1.1 Principal Office.

The principal office of the Association shall be located at 5770 Shirley Street, Naples, FL 34109, or at such other place as may be designated by the Board of Directors.

1.2 Fiscal Year.

The fiscal year of the Association shall be the calendar year.

1.3 Seal.

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

1.4 Definitions.

For convenience, these Bylaws shall be referred to as the "Bylaws"; the Articles of Incorporation of the Association as the "Articles"; the Declaration of Condominium for the condominium as the "Declaration"; the term "Corporation" shall be the equivalent of "Association". The other terms used in these Bylaws shall have the same definition and meaning as those set forth in Florida Statutes Chapter 718, The Condominium Act (the Act), as well as those set forth in the Declaration and the Articles, unless provided to the contrary in these Bylaws, or unless the context otherwise requires.

ARTICLE II

MEETINGS OF MEMBERS AND VOTING:

2.1 Place.

All meetings of the corporate membership shall be held at the office of the Corporation or such other place as may be stated in the notice.

2.2 First and Annual Meeting.

The first annual meeting of the corporate membership shall be held on the 3rd Monday in November, 2005, and subsequent annual meetings shall be held upon the same day of each succeeding year. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

2.3 Special Meeting to Elect Non-Developer Director.

Within seventy-five (75) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of an association, the Association shall call and give not less than sixty (60) days' notice of an election for the members of the board of administration. The elections shall proceed as provided in section 718.112(2)(d). The notice may be given by any unit owner if the Association fails to do so.

2.4 Special Meetings.

Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the president or by a majority of the Board of Directors of the Association, and must be called by the president or secretary on receipt of a written request from at least ten percent (10%) of the members of the Association entitled to vote at the meeting. Requests for a meeting by the members shall state the purpose for the meeting and business conducted at any special meeting shall be limited to the matters stated in the notice for it. The provisions of this section, as applicable, shall be modified by the provisions of Florida Statutes 718.112 (2)(e), concerning budget meetings, Florida Statutes 718.112 (2)(j), concerning recall; Florida Statutes 718.112 (2)(f), concerning budget reserves; Florida Statutes 718.301 (1) and (2), concerning election of directors by unit owners other than the developer.

2.5 Notice of Annual Meeting.

Written notice of the annual meeting shall be mailed to each unit owner at least fourteen (14) days and not more than sixty (60) days before the annual meeting. A copy of the notice shall be posted conspicuously fourteen (14) continuous days before the annual meeting. The posting shall be on the condominium property and shall state the agenda items. The post office certificate of

mailing shall be retained as proof of the mailing. Unit owners may waive the notice of the annual meeting, in writing.

2.6 Notice of Special Meetings, Generally.

Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, notice of special meetings, generally, shall be in writing, shall state the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by Certified Mail, Return Receipt Requested, by or at the direction of the president, the secretary, or the officer or persons calling the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

2.7 Notice of Budget Meeting.

The Board of Directors shall mail a notice and a copy of the proposed annual budget to the unit owners not less than 14 days before the meeting at which the Board will consider the budget.

2.8 Notice of Meeting to Consider Annual Budget.

If within 21 days after adoption of the annual budget a written request for a special meeting from at least ten percent (10%) of all voting interests has been received by the Board. The special meeting shall be conducted within sixty (60) days after adoption of the budget and notice of the special meeting shall be hand delivered or mailed to each unit owner at least fourteen (14) days prior to such special meeting.

2.9 Notice of Meeting to Consider Recall of Board Members.

A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, stating the purpose of the meeting.

2.10 Membership - Designation of Voting Member.

Persons or entities shall become members of the association on the acquisition of fee title to a unit in the condominium after approval of the acquisition in the manner provided in the declaration. Membership shall be terminated when a person or entity no longer owns a unit in the condominium. If a unit is owned by more than one natural person, any record owner of the unit may vote in person or by proxy, provided that there shall be no more than one vote per unit. In the case of conflict among the owners of the unit, the vote for that unit shall be cast by a person named in a certificate signed by the owners of the unit and filed with the secretary. If no certificate is filed with the Secretary, no vote for that unit shall be counted or considered until such time as a certificate is

filed. Ballots may be cast for units by corporations or partnerships by a president, vice president, a partner, or any other person designated in a written certificate filed with the secretary of the association and signed by a president or vice president of a corporation or a partner of a partnership.

2.11 Right to Vote and Proxies.

At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxies shall only be valid for such meeting, or subsequent adjourned meeting thereof, provided, however, that no persons shall be entitled to vote as a proxy for a member who is not himself either a member or the spouse of a member of the corporation.

2.12 Quorum.

Members entitled to vote and representing owners of fifty-one percent (51%) of the units present in person or by written proxy shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by the statutes, by the certificate of incorporation, or by the Bylaws. If, however, such quorum shall not be present or represented by any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. Notice of meetings of the Board, including adjourned meetings, must be posted conspicuously 48 continuous hours preceding the meeting and the notice shall specifically incorporate an identification of agenda items.

2.13 Vote Required to Transact Business.

When a quorum is present at any meeting, the vote of a majority of the voting members present in person or represented by written proxy, shall decide any question brought before the meeting unless the question is one upon which by express provisions of the statutes or of the Articles of Incorporation, the Declaration of Condominium or of these Bylaws a different vote is required in which case such expressed provisions shall govern and control the decision of such question.

2.14 Waiver and Consent.

Whenever the vote of members at a meeting is required or permitted by any provisions of the Declaration or these Bylaws, to be taken in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if all members who would have been entitled to vote if such meeting were held, shall consent in writing to such action being taken. This section shall be subject to the requirements of Section 718.112 (2)(d) and (e), Florida Statutes, and in the event of any inconsistency, the statutory provisions shall control.

2.15 Minutes of Meetings.

The minutes of all meetings of unit owners shall be kept in a book available for inspection by unit owners or their representatives and Board members at any reasonable time. The minutes shall be retained by the Association for a period of not less than seven (7) years. Unit owners and their authorized representatives shall have the right to make handwritten notations from the minutes, or to obtain photocopies at their own expense.

2.16 Order of Business.

The order of business at annual meetings of members and as far as practical at other members' meetings, shall be:

- (a) Collection of election ballots
- (b) Call to order
- (c) Election of a chairman of the meeting, unless the president or vice president is present, in which case he shall preside
- (d) Calling of the roll, certifying of proxies, determination of a quorum
- (e) Proof of notice of the meeting or waiver of notice
- (f) Reading and disposal of any unapproved minutes
- (g) Reports of officers
- (h) Reports of committees
- (i) Appointment of inspectors of election
- (j) Determination of number of directors
- (k) Election of directors
- (l) Unfinished business
- (m) New business
- (n) Adjournment

2.17 Actions Specifically Requiring Unit Owner Votes.

The following actions require approval by the unit owners and may not be taken by the Board of Directors acting alone:

- (a) Amendments to the Declaration, except those made by the Developer recording a certificate of surveyor.
- (b) Merger of two or more independent condominiums of a single complex to form a single condominium.
- (c) Purchase of land or recreation lease.
- (d) Cancellation of certain grants or reservations made by the Declaration, a lease or other document and any contract made by the Association before the transfer of control of the Association from the Developer to unit owners other than the Developer.
- (e) Exercise of an option to purchase a lease for recreational or other commonly used facilities.
- (f) Provision of no reserves, or less than adequate reserves.
- (g) Recall of members of Board of Directors,
- (h) Other matters contained in the Declaration, the Articles or these Bylaws that specifically require a vote of the members.

2.18 Secret Ballots, Proxy.

Any vote to amend the Declaration to change the percentage of ownership in the common elements or the sharing of the common expense must be conducted by secret ballot. Unit owners may not vote by general proxy, but may vote by limited proxies. Limited proxies and general proxies may be used to establish a quorum. Unit owners wishing to vote a secret ballot by proxy shall be mailed a ballot slip on a paper separate from that containing the limited proxy and notice of meeting. The proxy shall be only for the purpose of establishing a quorum at the meeting at which the secret ballot is to be conducted, and shall not contain on its face instructions as to how the proxy holder should vote the secret ballot. Provision shall be made for the secret ballot slip to be returned to the secretary of the Association in a sealed, unmarked, envelope, separate from the proxy which shall be placed in a larger envelope containing the sealed ballot. At the meeting at which the secret ballot is to be taken, the secretary will present the unopened envelopes to the inspectors of election, who will then examine and verify the proxies separately from the secret ballots in a manner that will ensure the integrity of the secret vote. The inspectors of election will then tally the secret ballots of

those present at the meeting together with those of the unit owners voting by proxy and announce the results.

ARTICLE III

DIRECTORS:

3.1 Number and Qualifications.

The affairs of the Association shall be managed by a Board of three Directors selected by the Developer. When unit owners other than the Developer are entitled to elect a majority of the directors, the Board shall be composed of any odd number of directors that the unit owners may decide. The number of directors, however, shall never be less than three. Other than those selected by the Developer, directors must be either unit owners, tenants residing in the condominium, officers of a corporate unit owner, or partners of a partnership unit owner. No director (except those selected by the Developer) shall continue to serve on the Board after he ceases to be a unit owner, an officer of a corporation unit owner, a partner of a partnership unit owner, or tenant residing in the condominium.

3.2 When unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association:

- a) three (3) years after sales by the Developer have been closed on fifty percent (50%) of the units that will be operated ultimately by the Association, or
- b) three (3) months after sales have been closed by the Developer of ninety percent (90%) of the units that will be operated ultimately by the Association, or
- c) when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, or
- d) when some of the units have been conveyed to purchasers and none of the other units are being constructed or offered for sale by the developer in the ordinary course of business, or
- e) seven years after recordation of the declaration of condominium, whichever shall first occur.

3.3 Election of Directors.

Directors shall be elected at the annual meeting of members by a plurality of the votes cast. Each voter shall be entitled to cast votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Any unit owner desiring to be a candidate for board membership shall comply with this subsection.

The Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board of directors, in general elections. Not less than 60 days before a scheduled election, the association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be candidate for the Board of Directors shall give written notice to the secretary of the association not less than 40 days before a scheduled election. Together with the written notice and agenda, the association shall then mail or deliver a second notice of the meeting to all unit owners entitled to vote therein, together with a ballot which shall list all candidates, no less than 14 days and no more than 34 days prior to the election. Upon request of a candidate, the association shall include an information sheet, not larger than 8 ½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the association. Elections shall be decided by a plurality of those ballots cast. There shall not be a quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot for the reasons stated in F.S. 101.051 may obtain assistance in casting the ballot. Any unit owner violating this provision may be fined by the association in accordance with F.S. 718.303. The regular election shall occur on the date of the annual meeting.

3.4 Term.

Each director's term of service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in section 3.6. The members, however, at any annual meeting after the Developer has relinquished control of the Association and in order to provide a continuity of experience, may vote to create classes of directorships having a term of one, two or three years so that a system of staggered terms will be initiated.

3.5 Vacancies.

If both the developer and unit owners other than the developer are entitled to representation on the Board of Administration, recall of directors, vacancies on the board created by any reason and elections shall be subject to the following provisions:

(a) Directors elected or appointed by unit owners other than a developer shall be subject to recall by only unit owners other than a developer. Voting interests owned or controlled by a developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests required by Section 718.112 (2)(j), Florida Statutes, and for establishing a quorum pursuant to Section 718.112 (2)(b), Florida Statutes, only units owned by unit owners other than a developer shall be counted.

(b) Directors elected or appointed by a developer shall be subject to recall by only that developer. Voting interests owned or controlled by unit owners other than that developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests required by Section 718.112 (2)(j), Florida Statutes, and for establishing a quorum pursuant to Section 718.112 (2)(b), Florida Statutes, only units owned by that developer shall be counted.

(c) Subject to the entitlement to representation provisions of Section 718.301, Florida Statutes, only the developer may vote, in person or by proxy, to fill a vacancy on the board previously occupied by a board member elected or appointed by that developer, in which case a quorum for purposes of that vote shall consist of a majority of units owned by the developer. Only unit owners other than a developer may vote, in person or by proxy, to fill a vacancy on the board previously occupied by a board member elected or appointed by unit owners other than a developer, in which case a quorum for purposes of that vote shall consist of a majority of unit owners other than the developer.

3.6 Removal.

Any director, except those selected by the Developer, may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the unit owners giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the meeting. If more than one director is subject to recall, there shall be a separate vote on the question to remove each director.

3.7 Disqualification and Resignation.

Any director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the secretary. The resignation shall take effect on receipt by the secretary, unless it states differently. Any member of the board of administration may be recalled and removed from office in accordance with the procedures set forth in Section 718.112(2)(j), F.S.

3.8 Organizational Meeting.

The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at a place and time that shall be fixed by the Directors at the meeting at

which they were elected and without further notice, except notice to unit owners required by Florida Statutes 718.112 (2)(c).

3.9 Regular Meetings.

The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, telephone or telegraph, at least three (3) days before the day named for the meeting. The notice of each meeting shall be posted conspicuously not less than forty-eight (48) continuous hours before the meeting, except in an emergency. The posting shall be on the condominium property.

However, written notice of any meeting at which nonemergency special assessments, or at which amendments to rules regarding unit use will be proposed, discussed, or approved, shall be mailed or delivered to unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14 day notice requirement shall be made by an affidavit executed by the Secretary and filed in the association records. Upon notice to the unit owners, the board shall by duly adopted rule designate a specific location on the condominium property upon which all notices of board meeting shall be posted. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

3.10 Special Meetings.

Special meetings of the Board of Directors may be called by the president and, in his absence, by the vice president, and must be called by the secretary at the written request of one third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three (3) days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the condominium property at least forty-eight (48) hours before the meeting, except in an emergency.

3.11 Waiver of Notice.

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

3.12 Quorum.

A quorum at the meetings of the Directors 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 acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles or these Bylaws.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS:

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors or employees, subject only to the approval by unit owners when that approval is specifically required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 Maintenance, Management and Operation of the Condominium Property.

4.2 Contract, Sue or Be Sued.

After the control of the Association is obtained by unit owners other than the Developer, the Association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all unit owners concerning matters of common interest, including but not limited to the common elements and commonly-used facilities. The statute of limitations for any actions in law or equity that the Association may have shall not begin to run until the unit owners have elected a majority of the members of the Board of Directors.

4.3 Right of Access to Units.

The Association has the irrevocable right of access to each unit during reasonable hours as necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

4.4 Make and Collect Assessments.

4.5 Lease, Maintain, Repair and Replace the Common Elements.

4.6 Lien and Foreclosure for Unpaid Assessments.

The Association has a lien on each condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage or convey it.

4.7 Purchase Unit.

In addition to its right to purchase units at a lien foreclosure sale, the Association generally has the power to purchase units in the condominium and to acquire, hold, lease, mortgage and convey them.

4.8 Modify Easements.

The Association, without the joinder of any unit owner, may modify or move any easement for ingress and egress or for utilities purposes if the easement constitutes part of or crosses the condominium property.

4.9 Purchase of Land or Recreation Lease.

Any land or recreation lease may be purchased by the Association on the approval of two thirds (2/3) of the unit owners of the Association.

4.10 Acquire Use Interest in Recreational Facilities.

The Association may enter into agreements, acquire leaseholds, memberships and other possessory or use interests in lands or facilities, such as country clubs, golf courses, marinas and other recreational facilities, whether contiguous to the condominium property or not if: (a) they are intended to provide enjoyment, recreation or other use or benefit to the unit owners and (b) if they exist or are created at the time the Declaration was recorded, they are fully stated and described in the Declaration.

4.11 Authorize Certain Amendments.

If it appears that through a drafter's error in the Declaration that the common elements, common expenses or common surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board of Directors or a majority of the unit owners. No unit owners except those directly affected must join in the execution of the amendment.

4.12 Adopt Rules and Regulations.

The Association may adopt and amend reasonable regulations respecting the use of the property in the condominium; provided however, that all such regulations and their amendments shall be approved by not less than two-thirds (2/3) of the voting membership

4.13 Maintain Accounting Records.

4.14 Obtain Insurance.

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Board of Directors, and the common elements.

4.15 Furnish Annual Financial Reports to Members.

4.16 Give Notice of Liability Exposure.

If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all unit owners, who shall have the right to intervene and defend.

4.17 Provide Certificate of Unpaid Assessment.

Any unit owner, mortgagee, or other record lienholder has the right to require from the Association a certificate showing the amount of unpaid assessments respecting the unit owner's condominium parcel.

4.18 Pay the Annual Fee to the Division of Florida Land Sales and Condominiums for Each Residential Unit Operated by the Association.

4.19 Approve or Disapprove Unit Transfers and Impose Fees.

The Association may charge a preset fee of up to fifty dollars (\$50.00) in connection with the approval or disapproval of any proposed transfer, lease, sale or other disposition of a unit in the condominium.

4.20 Contract for Maintenance and Management of the Condominium.

4.21 Pay Taxes or Assessments Against the Condominium

4.22 Pay Costs of Utility Service Rendered to the Condominium and Association Property and Not Billed Directly to Individual Unit Owners.

4.23 Employ Personnel.

The Association may employ and dismiss personnel as necessary for the maintenance and operation of the condominium property and may retain those professional services that are required for those purposes.

4.24 Impose Fines.

Pursuant to Florida Statutes 718.303(3), the Association may levy reasonable fines against a unit for failure of the owner of the unit or its occupant, licensee or invitee to comply with any provision of the declaration, these bylaws, or any reasonable rules of the Association. No fine shall become a lien against a unit. No fine shall exceed \$50.00. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine shall be imposed until the offending party (which shall always include the unit owner) has been given written notice of the violation and an opportunity to appear and be heard before a committee of other unit owners. The provisions of this subsection shall not apply to unoccupied units.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of date, time and place of the hearing;
2. A statement of the provisions of the declaration, association, bylaws, or association rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. If the committee does not agree with the fine, the fine may not be levied.

4.25 Authorize Private Use of the Common Elements.

The Board of Directors may authorize unit owners or others to use portions of the common elements, such as social rooms and meeting rooms for private parties and gatherings, for which reasonable charges may be imposed; provided however, the association shall not charge a use fee to a unit owner for the use of common elements or association property unless otherwise provided for in the Declaration of Condominium or by a majority vote of the Association or unless the charges relate to expenses incurred by an owner having exclusive use of the common elements or Association property.

4.26 Repair or Reconstruct Improvements After Casualties.

4.27 Lien for Labor and Materials Furnished to the Common Elements.

Labor performed on or materials furnished to the common elements, are not the basis for a lien on the common elements, but if authorized by the Association, the labor or materials are deemed to be performed or furnished with the express consent of each unit owner and may be the basis for

the filing of a lien against all condominium parcels in proportions for which the owners are liable for common expenses.

4.28 Accept Evidence of Compliance.

A Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the condominium units with the applicable fire and life safety code.

4.29 Limited Power to Convey a Portion of Common Elements.

The Association shall be granted a limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

ARTICLE V

OFFICERS:

5.1 Executive Officers.

The executive officers of the corporation shall be a President, Vice-President, Treasurer, and Secretary, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. If the Board so determines, there may be more than one Vice-President.

5.2 Subordinate Officers.

The Board of Directors may appoint such other officers and agents as they deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

5.3 Removal.

All officers and agents shall be subject to removal, with or without cause at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and agents to any officer.

5.4 President.

(a) The President shall preside at all meetings of the members and Directors; he shall have general and active management of the business of the corporation; he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages, and other

contracts requiring the seal, under the seal of the corporation; the seal when affixed may be attested by the Secretary.

(b) The President shall have general superintendence and direction of all the other officers of the corporation and shall see that their duties are performed properly.

(c) The President shall submit annual fiscal reports of the operations of the Corporation and such period reports as may be, from time to time, called for by the Directors. The annual fiscal report shall likewise be submitted to the members at the annual meeting. He shall also from time to time report to the Board all matters within his knowledge which he determines should be brought to the attention of the Directors.

(d) The President shall be an ex-officio member of all committees and shall have the general powers and duties of supervision; and management usually vested in the office of the president of a corporation.

5.5 Vice President.

The Vice President shall be vested with all powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

5.6 Secretary.

(a) The Secretary shall keep the minutes of the meetings of the members of the Board of Directors.

(b) The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

(c) The Secretary shall be custodian of the corporate records, except fiscal accounting records, of the seal of the Corporation and shall see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws.

(d) The Secretary shall keep the register of the post office addresses of each unit owner which shall be furnished to the Secretary of each unit owner.

(e) In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

5.7 Treasurer.

(a) The Treasurer shall keep all fiscal records and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

(b) The Treasurer shall disburse the funds of the Corporation as ordered by the Board, secure proper vouchers for such disbursements, render to the President and Directors at the regular meeting of the Board or whenever they may require an accounting of all his transactions as Treasurer and of the financial condition of the Corporation.

(c) The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The term "persons who control or disburse funds" includes, but is not limited to, individuals authorized to sign checks and the president, secretary, and treasurer of the Association. In the case of the death, resignation or removal from office, all books, papers, vouchers, money or other property of whatever kind in the possession of the Treasurer belonging to the Corporation shall be immediately returned to the Corporation.

5.8 Vacancies.

If a vacancy occurs in the office of the President, Vice-President, Secretary, or Treasurer, by reason of death, resignation, disqualification or otherwise, the remaining Directors by a majority vote of the Board of Directors provided for in these Bylaws, may choose a successor or successors who shall hold office for the unexpired term.

5.9 Resignations.

Any officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of the resignation shall be required to make it effective.

ARTICLE VI

FISCAL MANAGEMENT:

6.1 Board Adoption of Budget.

The Board of Directors shall adopt a budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that year at least forty-five (45) days before the end of each fiscal year.

6.2 Budget Requirements.

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- (a) Administration of the Association
- (b) Management fees
- (c) Maintenance
- (d) Rent for recreational and other commonly used facilities
- (e) Taxes on Association property
- (f) Taxes on leased areas
- (g) Insurance
- (h) Security provisions
- (i) Other expenses
- (j) Operating capital
- (k) Fees payable to the Division of Florida Land Sales and Condominiums
- (l) Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting, and pavement resurfacing. Reserves may be removed from the final budget if by vote of the majority of the unit owners present at a duly called meeting of the Association they shall determine for a fiscal year to provide no reserves or reserves less adequate than required by Florida Statutes 718.112(2)(f)(2).

6.3 Notice of Budget Meeting.

The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the unit owners not less the fourteen (14) days before the meeting at which the budget will be considered. The meeting shall be open to all the unit owners.

6.4 Member Rejection of Annual Budget.

A special meeting of the unit owners shall be called if within 21 days after adoption of the annual budget a written request for a special meeting from at least ten percent (10%) of all voting interests has been received by the Board. The special meeting shall be conducted within sixty (60) days after adoption of the budget and notice of the special meeting shall be hand delivered or mailed to each unit owner at least fourteen (14) days prior to such special meeting.

6.5 Alternative Budget Adoption by Members.

At its option, for any fiscal year, the Board of Directors may propose a budget to the unit owners at a meeting of members or in writing. If the proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted.

6.6 Budget Restraints on Developer.

As long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the previous year's assessment without approval of a majority of all unit owners.

6.7 Accounting Records and Reports.

The Association shall maintain accounting records in the county in which the condominium is located, according to good accounting practices. The records shall be open to inspection by unit owners or their authorized representatives at reasonable times. The records shall include, but are not limited to: (a) a record of all receipts and expenditures and (b) an account for each unit, designating the name and current mailing address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid on the account and the balance due. Within sixty (60) days after the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each unit owner compiled, reviewed or audited financial statements.

6.8 Depository.

The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of directors and in which the money for the association shall be deposited. withdrawal of money from the accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the directors.

6.9 Annual Election of Income Reporting Method.

The Board of Directors shall make a determination annually, based on competent advice, whether it shall cause the association's income to be reported to the internal revenue service by the "regular" method (federal tax form 1120) or the "alternative" method (federal tax form 1120h), according to which method of reporting shall best serve the interests of the association for the reporting period under consideration.

6.10 Bonding of Officers and Directors.

(c) The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The term "persons who control or disburse funds" includes, but is not limited to, individuals authorized to sign checks and the president, secretary, and treasurer of the Association.

ARTICLE VII

ASSESSMENTS AND COLLECTION:

7.1 Notice of Meeting.

Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

7.2 Assessments, Generally.

Assessments shall be made against the unit owners not less frequently than quarterly in the discretion of the board of directors. The assessments shall be made in the amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against unit owners in the proportions or percentages provided in the declaration. Unit owners' shares of common expenses shall be in the same proportions as their ownership in the common elements.

7.3 Special Assessments.

Assessments for common expenses of emergencies that cannot be paid from the annual assessment for common expenses shall be made by the Board of Directors after thirty (30) days notice given to the unit owners. These assessments shall be paid at the times and in the manner that the Board may require in the notice of assessment.

7.4 Charges.

Charges by the Association against members for other than common expenses shall be payable in advance. Charges for other than common expenses may be made only after approval of a member or when expressly provided for in the Declaration or other condominium documents. These charges may include, without limitation, charges for the use of the condominium property or recreation area, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member. Charges referred to in this section are not common expenses and may not be enforced by the Associations lien right.

7.5 Liability for Assessments.

Each unit owner, regardless of how title acquired, shall be liable for all assessments coming due while he is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that come due up to the time of transfer of title. This

liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner. A first mortgagee who acquires title by foreclosure or deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding 6 months, but in no event does the first mortgagee's liability exceed more than 1 percent of the original mortgage debt, if the first Mortgagee joined the Association in the foreclosure action. The first mortgagee's liability of such expenses or assessments shall be paid within 30 days after the date of the transfer of title. In no event shall the mortgagee be liable for more than 6 months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or 1 percent of the original mortgage debt, whichever amount is less.

7.6 Assessments, Amended Budget.

If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.7 Collection: Interest, Application of Payment.

Assessments and installments on them, if not paid within ten (10) days after the date they become due, shall bear interest at the highest rate allowed by law. All assessment payments shall be applied first to interest and then to the assessment payment due. The Association may charge an administrative late fee in addition to such interest in any amount not to exceed \$25.00 or 5% of each installment of the assessment for each delinquent installment that the payment is late. All assessments payments shall be applied first to interest, and administrative late fee, then to any costs and reasonable attorney fees incurred in collection.

7.8 Lien for Assessment.

The Association has a lien on each condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after the date provided by law. The claim of lien shall secure all unpaid assessments, interest, cost, and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. The lien is subordinate to any mortgage on the condominium parcel recorded before it.

7.9 Collection: Suit, Notice.

The Association may bring an action to foreclose any lien for assessment in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment

for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the unit owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the unit owner or by certified mail, return receipt requested, addressed to the unit owner.

7.10 Sale of Unit by Foreclosure.

If an action of foreclosure is brought against the member for non-payment of monies due the Corporation, and as a result thereof the condominium unit is sold at a foreclosure sale, the interest of the said member in and to membership shall be canceled and the purchaser at the foreclosure sale shall become a member.

If the corporation becomes the owner of a membership by reason of a foreclosure, it may sell such membership to any person, corporation, association, or other entity, which in its judgment would be suitable as a member of the membership and which could make an effective use of the membership and the properties managed by the Corporation. Alternatively, the Corporation may retain such membership and prorate the cost of maintaining same among the remaining members of the corporation.

Each owner of a unit, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default in addition to all other equally adequate legal procedures. It is the intent of all owners of family units to give the Corporation a procedure which will enable it at all times to operate on a businesslike basis, to preserve each unit owner's right to enjoy his unit from unreasonable restraint and nuisance.

ARTICLE VIII

ASSOCIATION CONTRACTS, GENERALLY:

8.1 Fair and Reasonable, Cancellation.

Any contracts made by the Association before the unit owners assume control from the Developer must be fair and reasonable. All contracts for the operation, maintenance, or management of the Association or property serving the unit owners, made by the Association, whether before or after assumption of control of the Association by the unit owners, must not be in conflict with the powers and duties of the Association or the rights of the unit owners. Contracts made by the Association before the unit owners assume control may be canceled by the unit owners after assumption of control in the manner and under the circumstances as provided in the Act.

8.2 Vending Equipment.

The Developer may obligate the Association under lease agreements or other contractual arrangements for vending equipment. The leases or agreements for the vending equipment may not

be subject to cancellation by unit owners other than the Developer if the vending equipment leases or agreements contain certain provisions as prescribed by the Act.

8.3 Escalation Clauses in Management Contracts Prohibited.

No management contract entered into by the Association shall contain an escalation clause, since they have been declared to be against the public policy of the State of Florida.

8.4 Requirements for Maintenance and Management Contracts.

Written contracts for operation, maintenance, and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

- (a) Specification of the services, obligations, and responsibilities of the service provider.
- (b) Specification of costs for services performed.
- (c) An indication of minimum number of personnel to provide the services contracted.
- (d) The disclosure of any financial or ownership interest that the Developer has in the service provider, if the Developer is in control of Association.

ARTICLE IX

ROSTER OF UNIT OWNERS AND MORTGAGES:

Each unit owner shall file with the Association a copy of the deed or other instrument showing his ownership, together with a copy of any mortgage on his unit and any satisfaction of that mortgage. The Association shall maintain these documents for reference as required in the exercise of its power and duties.

ARTICLE X

COMPLIANCE AND DEFAULT:

10.1 Violations, Notice, Actions.

In the case of a violation (other than the nonpayment of an assessment) by a unit owner of any of the provisions of the Act, the Declaration, the Articles, these Bylaws, or any lawfully adopted rules and regulations, the Association by direction of its Board of Directors may transmit to the unit

owner by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of thirty (30) days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

- (a) File an action to recover for its damages on behalf of the Association or on behalf of other unit owners.
- (b) File an action for injunctive relief requiring the offending unit owner to take or desist from taking certain actions.
- (c) File an action for both damages and injunctive relief.

A unit owner may bring an action against the Association for damages, injunctive relief, or both, if the Association fails to comply with the provisions of the Act, the Declaration, the Articles, these Bylaws, or the Rules and Regulations.

The foregoing action may be taken in addition to the Association's right to impose fines under 4.24 of these Bylaws.

10.2 Attorneys' Fees.

In any action brought pursuant to the provisions of 10.1, the prevailing party is entitled to recover reasonable attorneys' fees, including appeals.

10.3 No Waiver of Rights.

Neither a unit owner nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a unit owner or the purposes of the provision, except that unit owners or board members may waive notice of specific meetings in writing.

ARTICLE XI

ARBITRATION OF INTERNAL DISPUTES:

Prior to the institution of any litigation of any dispute, as defined by Florida Statute 718.1255(1), the parties to the dispute shall petition the division for nonbinding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales and Condominiums and Mobile Homes pursuant to Florida Statute section 718.112.

Arbitrations shall be conducted according to rules promulgated by the division. The filing of a petition for arbitration shall toll the applicable statute of limitations. At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the

production of books, records, documents, and other evidence and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law.

The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction within 30 days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party may be awarded reasonable attorney's fees.

The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorney's fees, investigation expenses, and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees.

Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in the circuit court for the circuit in which the arbitration took place. A petition may not be granted unless the time for appeal by the filing of a complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed.

Internal disputes arising from the operation of the condominium among unit owners, the Association, their agents and assigns and which are not included in the definition of dispute pursuant to Florida Statute 718.1255 (1) may be resolved by voluntary binding arbitration. Each party to the dispute first must agree to the arbitration process, and, in such case, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this article shall preclude any party from proceeding alternatively in the manner prescribed in Article X.

ARTICLE XII

LIABILITY SURVIVES MEMBERSHIP TERMINATION:

The termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the condominium during the period of membership, nor impair any rights or remedies that the Association may have against the former member arising out of his membership and his covenants and obligations incident to that membership.

ARTICLE XIII

LIMITATIONS ON UNIT OWNER LIABILITY FOR USE OF COMMON ELEMENTS:

Each unit owner may be personally liable for the acts or omissions of the Association relating to the use of the common elements. That liability shall be shared with other unit owners in the same percentages as their respective interests in the common elements.

ARTICLE XIV

PARLIAMENTARY RULES:

14.1 Board May Adopt.

The Board of Directors may adopt and amend, from time to time, reasonable rules and regulations governing the details of the use and operation of the common elements, common areas and recreational facilities serving the condominium.

14.2 Posting and Furnishing Copies.

A copy of the rules and regulations adopted from time to time by the Board of Directors, and any amendments to existing rules and regulations, having been approved by not less than 2/3 of the voting membership as required by Section 4.12, shall be posted in a conspicuous place on the condominium property and a copy furnished to each unit owner. No rule, regulation or amendment shall become effective until thirty (30) days after posting, except in the case of an emergency, in which case the rule, regulation or amendment shall become effective immediately on posting.

14.3 Limitations on Authority.

The Board of Directors may not unreasonably restrict any unit owner's right to invite public officers or candidates for public office to appear and speak in common elements, common areas and recreational facilities. The Board may not deny any resident of the condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes in the same franchise or license area.

14.4 Reasonable Test.

Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness, and peace of mind of the unit owners and uniformly applied and enforced.

ARTICLE XV

RESTRICTIONS ON AND REQUIREMENTS FOR USE, MAINTENANCE AND APPEARANCE OF THE UNITS:

15.1 Where Contained.

Restrictions on the use, maintenance, and appearance of the individual condominium units shall be as stated in the Declaration and no amendments or additions shall be contained elsewhere than in the Declaration as adopted by a vote of the unit owners in the manner prescribed elsewhere in these Bylaws.

15.2 Test for Validity of Restrictions.

Restrictions contained in the Declaration and any amendments duly adopted by a vote of the unit owners shall be valid and in the nature of covenants running with the land, unless it is shown that they: (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional rights.

ARTICLE XVI

BYLAWS DEEMED AMENDED:

These Bylaws shall be deemed amended in those particulars as may be required to make them consistent with the provisions of the Act, as it may be amended from time to time.

ARTICLE XVII

PRIORITIES IN CASE OF CONFLICT:

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest to lowest:

- (a) The Act
- (b) The Declaration
- (c) The Articles
- (d) These Bylaws
- (e) The Rules and Regulations

ARTICLE XVIII

INDEMNIFICATION:

Every officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been an officer or director whether or not he is an officer or director at the time the expenses are incurred. The officer or director shall not be indemnified if he is adjudged guilty of gross negligence or willful misconduct or shall have breached his fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the director or officer may be entitled.

ARTICLE XIX

DEFECTIVE CONDOMINIUM DOCUMENTS, CURATIVE PROVISIONS:

The Association or a unit owner may petition the circuit court having jurisdiction in the county in which the condominium property is situated to correct an error or omission in the Declaration or any other documents required to establish the condominium, affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration or the Act. In any case, after three (3) years from the filing of the Declaration, it shall be deemed to be effective under the Act to create a condominium, whether in fact it substantially complies with the mandatory requirements of the Act or not.

ARTICLE XX

AMENDMENTS:

Amendments to these Bylaws shall be proposed and adopted in the following manner:

20.1 Notice.

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

20.2 Adoption.

An amendment may be proposed either by a majority of the Board of Directors or by not less than one third (1/3) of the members of the Association. The amendment shall be adopted if it is approved by not less than two-thirds (2/3) of the voting membership.

20.3 Limitation.

No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment abridge, alter or amend the rights of the Developer or mortgagees of units without their consent.

20.4 Recording.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration or Bylaws. The certificate shall be executed by the president or vice president and attested by the secretary or assistant secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county.

20.5 Format.

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

ARTICLE XXI

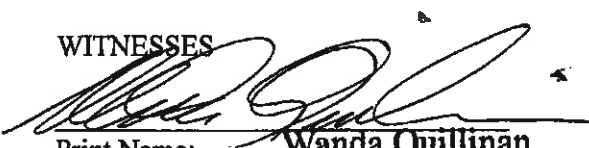
CONSTRUCTION:

Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders.

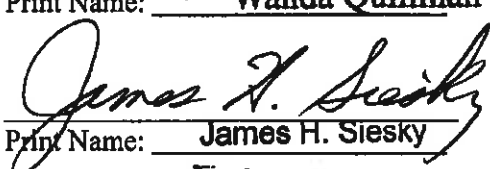
The foregoing was adopted as the Bylaws of VILLAS AT BURNT STORE ISLES, INC., this 18th day of May, 2007.

WITNESSES

Print Name:


Wanda Quillinan

Print Name:


James H. Siesky

VILLAS AT BURNT STORE ISLES, INC.,
a Florida not-for-profit corporation

By:

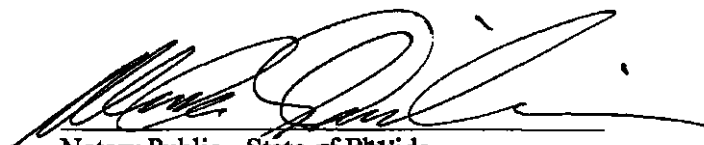

Dennis P. Frechette, President

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared **Dennis P. Frechette**, as President of VILLAS AT BURNT STORE ISLES, INC., a Florida not-for-profit corporation known to me to be the person(s) described in and who executed the foregoing Bylaws and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 18th day of May, 2007.

(SEAL)

A handwritten signature in black ink, appearing to read 'Wanda Quillinan', written over a horizontal line.

Notary Public, State of Florida
Wanda Quillinan

(Print, Type or Stamped Commissioned Name of Notary Public)
Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced _____

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