

GULF SHORES CONDOMINIUM ASSOCIATION, INC.

Managed by KEYS-CALDWELL, INC. 1162 Indian Hills Blvd., Venice, FL 34293
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**NOTICE:
SPECIAL MEMBERSHIP MEETING**

TO: ALL MEMBERS

DATE: May 21, 2021

On **Wednesday, June 30, 2021, at 11:00 A. M.**, Gulf Shores will hold a Special Member of the Association via ZOOM. Members are being asked to vote on the attached Revised and Restated Articles of Incorporation and Revised and Restated Bylaws as discussed in the Town Hall Meeting on April 27, 2021. A copy of the Town Hall discussion document is also attached. The attached Documents show changes proposed to the 2017 documents, which were approved but the approval had to be rescinded because of inadvertent errors.

The Zoom meeting link will be posted on the Association website calendar. Because the meeting will be via ZOOM, processes have changed as outlined below.

1. **QUORUM.** A quorum of 35 Association units must be “present” in order for the business to be conducted. To be “present”, a member must return a Ballot or Proxy prior to the start of the meeting. Attendance via ZOOM without having submitted a ballot/proxy will not count towards the required quorum. Therefore, please return your vote right away.
2. **BALLOT/PROXY FORM.** **The attached Ballot/Proxy needs to be submitted to the Association's Secretary prior to the scheduled time of the meeting.** It must be returned by one of the following methods to Gulf Shores Condominium Association, Inc., C/O Keys-Caldwell, Inc., 1162 Indian Hills Blvd., Venice, FL 34293.
 - You may use the enclosed stamped envelope to return your signed Ballot/Proxy. OR
 - You may email a scanned copy (or photo) of your signed Ballot/Proxy form to office@keys-caldwell.com, OR
 - You may drop off your signed Ballot/Proxy form thru the mail slot at Keys-Caldwell's office. OR
 - You may drop off you signed Ballot/Proxy through the slot in the door to the office in our Club Room no later than 8 a.m. of the morning of the meeting, June 30.
3. **CERTIFICATE OF APPOINTMENT.** Enclosed is a form to designate the authorized voter for your unit. **Only complete a form if you have not completed a certificate earlier or you wish to change the designation already on file.**

Please submit your Ballot/Proxy right away. If you do not submit it, we may not have a quorum at the Meeting and will incur additional effort and expense of recalling the meeting.

If you have any questions material, please call Keys-Caldwell, Inc. at (941) 408-8293.

BY ORDER OF THE BOARD OF DIRECTORS

NOTE: This form is not a proxy and should not be used as such.

CERTIFICATE OF APPOINTMENT OF VOTING REPRESENTATIVE

To the Secretary of **GULF SHORES CONDOMINIUM ASSOCIATION, INC.** (herein, the "Association").

THIS IS TO CERTIFY that the undersigned, constituting all of the record holders of Unit No. _____ in Gulf Shores Condominium Association, Inc., have designated:

(Name of Voting Representative)

as their representative to cast all votes and to express all approvals that such owners may be entitled to cast or express at all meetings of the membership of the Association and for all other purposes provided by the Declaration, the Articles and the Bylaws.

The following examples illustrate the proper use of this Voting Certificate:

1. **Individual Person.** If a Unit is owned by one (1) natural person, that person has the right to cast a vote on behalf of the Unit. No voting certificate shall be required.
2. **Voting for Units Jointly Owned.** If a Unit is owned jointly by two or more natural persons, then the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by all the owners.
3. **Corporation.** If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by the president or vice president of the corporation and attested by the secretary or assistant secretary of the corporation.
4. **LLC.** If a Unit is owned by a Limited Liability Company ("LLC"), the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by any member or managing member of the LLC.
5. **Partnership.** If the Unit is owned by a partnership, the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by a partner.
6. **Trust.** If the Unit is owned by a trust, the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by the trustee of the trust.

This Certificate is made pursuant to the Governing Documents and shall revoke all prior Certificates and be valid until revoked by a subsequent Certificate.

DATED the __ day of _____, 20__

SIGN: _____

PRINT: _____

AS: _____

SIGN: _____

PRINT: _____

AS: _____

SIGN: _____

PRINT: _____

AS: _____

SIGN: _____

PRINT: _____

AS: _____

**GULF SHORES CONDOMINIUM ASSOCIATION, INC.
LIMITED PROXY/BALLOT**

The undersigned, owner(s) or designated voter of Unit #___ in Gulf Shores appoints

(print name of proxyholder)

or the President, as my proxyholder to attend the Special Meeting of the Members of Gulf Shores Condominium Association, Inc., to be held **Wednesday, June 30, 2021 at 11:00 A. M.** at the Gulf Shores Clubhouse. The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present with power of substitution, except that my proxyholder's authority is limited as indicated below.

LIMITED POWERS: For your vote to be counted on the following issues, you must indicate your preference in the blank(s) provided below and sign your name below.

I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

THE BOARD RECOMMENDS A 'YES' VOTE ON BOTH OF THE ITEMS BELOW.

| | |
|--|--|
| 2021 Amended and Restated Articles of Incorporation | Do you approve of the 2021 Amended and Restated Articles of Incorporation of Gulf Shores Condominium Association, Inc. as attached hereto? YES ____ NO ____ |
| 2021 Amended and Restated Bylaws | Do you approve of the 2021 Amended and Restated Bylaws of Gulf Shores Condominium Association, Inc. as attached hereto? YES ____ NO ____ |

SIGNATURE(S) OF OWNER(S) OR DESIGNATED VOTER

**2021 AMENDED AND RESTATED
ARTICLES OF INCORPORATION
FOR
GULF SHORES CONDOMINIUM ASSOCIATION, INC.**

*****SUBSTANTIAL REWORDING OF ARTICLES***
SEE CURRENT ARTICLES OF INCORPORATION FOR CURRENT TEXT**

These are the 2020 Amended and Restated Articles of Incorporation for Gulf Shores Condominium Association, Inc. originally filed with the Florida Department of State on December 10, 1971, under Document Number 722247.

**ARTICLE I
NAME OF CORPORATION**

The name of this corporation is GULF SHORES CONDOMINIUM ASSOCIATION, INC., (hereinafter referred to as "the Association"). For convenience, the corporation shall be referred to in this instrument as the "Association," the Declaration of Condominium as "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

**ARTICLE II
PURPOSE**

The purpose for which the Association is organized is to provide an entity for the operation and management of the affairs and property of the Condominium known as GULF SHORES, a Condominium located in Sarasota County, Florida, in accordance with the Declaration of Condominium and the Florida Condominium Act, Chapter 718, Florida Statutes ("Condominium Act"), as the same may be amended from time to time.

**ARTICLE III
POWERS AND DUTIES**

The Association shall have all of the powers and duties described in the Condominium Act and statutory powers of a Florida corporation not for profit and the powers specifically identified in the Declaration and Bylaws, all as the same may be amended from time to time.

**ARTICLE IV
MEMBERS**

All persons owning a vested present interest in the fee title to any of the condominium units in GULF SHORES as evidenced by a duly recorded proper instrument in the Public Records

of Sarasota County, Florida, shall be members and after termination of the Condominium shall consist of those who were members at the time of the termination and their successors and assigns. Membership shall terminate automatically and immediately as a member's vested interest in the fee title terminates.

After the Association approves of a conveyance of a Condominium Unit as provided in the Declaration, the change of membership in the Association shall be evidenced in the Association records by the new owner's delivery to the Secretary of a certified copy of a deed or other instrument of conveyance.

ARTICLE V VOTING RIGHTS

Each Condominium Unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. Such vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

ARTICLE VI INCOME DISTRIBUTION

No part of the income of this corporation shall be distributable to its members, except as compensation for services rendered.

ARTICLE VII EXISTENCE

This corporation shall exist perpetually unless dissolved according to law.

ARTICLE VIII REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the corporation shall be located at 1162 Indian Hills Boulevard, Venice, FL 34293, and the registered agent of the corporation shall be as determined by the Board of Directors from time to time.

ARTICLE IX NUMBER OF DIRECTORS

The business of the corporation shall be conducted by a Board of Directors which shall consist of not less than three (3) or more than seven (7) persons, as determined by the Directors

in accordance with the Bylaws.

**ARTICLE X
OFFICERS**

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

**ARTICLE XI
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

A. **Indemnity.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. **Expenses.** To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. **Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is

entitled to be indemnified by the Association as authorized in this Article XI.

D. **Miscellaneous.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

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

F. **Amendment.** Anything to the contrary herein notwithstanding, the provisions of this Article XI may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

**ARTICLE XII
BYLAWS**

The Bylaws may be altered, amended or rescinded in the manner provided by the Bylaws.

**ARTICLE XIII
SUBSCRIBERS**

The names and street addresses of the subscribers to these Articles of Incorporation are as follows:

| NAME | OFFICE | ADDRESS |
|--------------------|---------------------------|---|
| 1. Carol Swan | President & Director | 255 The Esplanade N. #503 Venice, FL 34285 |
| 2. David Matthews | Vice-President & Director | 255 The Esplanade N. #605 Venice, FL 34285 |
| 3. Barbara Desmond | Secretary & Director | 255 The Esplanade N. #407 Venice, FL 34285 |

**ARTICLE XIV
AMENDMENTS**

These Articles may be amended by the affirmative vote of a majority of the Board of Directors and by the affirmative vote, in person or by proxy, at a properly noticed meeting of not less than a majority of the Voting Interests once a quorum is established. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote. A change in either Article IV (Members) or V (Voting Rights) requires 100 % approval of ~~by~~ the Voting Interests.

ACTIVE: 8843304_1

2021 AMENDED AND RESTATED BYLAWS
OF
GULF SHORES CONDOMINIUM ASSOCIATION, INC.

*****SUBSTANTIAL REWORDING OF BYLAWS*****

SEE BYLAWS RECORDED IN THE SARASOTA COUNTY PUBLIC RECORDS AT O.R. BOOK 953, PAGES 1562-1573 (AND ALL AMENDMENTS THERETO) FOR CURRENT TEXT

1. IDENTITY. These are the 2021 Amended and Restated Bylaws (hereinafter “Bylaws”) of Gulf Shores Condominium Association, Inc. (“Association”), a Florida not-for-profit corporation organized for the purpose of administering the Gulf Shores Condominium (hereinafter “the Condominium”) which is located at 255 The Esplanade North in Venice, Sarasota County Florida, upon the lands described in the Declaration of Condominium.

1.1 Office. The office of the Association is located at 1162 Indian Hills Boulevard, Venice Florida 34293, or such other location within Sarasota County, as may from time to time be determined by the Board of Directors.

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

1.3 Seal. The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word “Florida,” and the year of establishment. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4 Definitions. All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Articles of Incorporation for the Association, the Declaration of Condominium for the Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes, ~~2020~~²⁰¹⁷), all as amended from time to time.

2. MEMBERSHIP MEETINGS.

2.1 Annual Meetings. Annual membership meetings shall be held each year in February on a date, time and at such convenient location within 45 miles of the Condominium as may be determined by the Board of Directors for the purpose of electing directors and transacting any business authorized to be transacted by the Members.

2.2 Special Meetings. Special membership meetings shall be held whenever called by the President, Vice President or by a majority of the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of written notice from 20% of the entire Voting Interests of the Association. Membership meetings to recall a member or members of the Board of Directors may be called by 10% of the entire Voting Interests of the Association and such Voting Interests shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2) (j), Florida Statutes (2020~~17~~), as amended or renumbered from time to time.

2.3 Notice of Membership Meetings. Written notice (including an agenda) of all membership meetings (which includes the annual meeting and any special membership meetings), stating the time, place, and purpose(s) of the meeting, shall be sent to each Unit Owner by United States regular mail, hand-delivery or by email, unless waived in writing, at least 14 days prior to the meeting. Email notice may be used only for those Unit Owners who specifically consent to receive notice by email. Email notice may not be used for meetings called to recall a Director. Officers required to give notice may delegate the actual giving of notice to another person, such as an assistant officer or managing agent. Any membership meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.10 below. An officer of the Association or other person providing notice shall execute an affidavit of mailing per Section 718.112(2) (d)(2), Florida Statutes (2020~~17~~), as amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a conspicuous location, designated by Board resolution, on the Condominium Property. Notice of specific meetings may be waived before or after the meeting and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of objection to the notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.4 Quorum/Voting. A quorum at Members' meetings shall consist of persons entitled to cast a majority of the Voting Interests of the entire membership. Decisions made by a majority of the Voting Interests present and voting, in person or by proxy, at a meeting at which a quorum is present shall be binding and sufficient for all purposes except such decisions as may be required by Chapter 718, Florida Statutes (2020~~17~~) or where the Condominium Documents require a larger percentage in which case the percentage required in Chapter 718, Florida Statutes (2020~~17~~), or the Condominium Documents shall govern. Members whose voting rights are suspended pursuant to the terms of the Declaration of Condominium, Articles, Bylaws or Florida Law shall be excluded from any calculation for purposes of determining whether a quorum is present during the period of suspension. Once a quorum is established, any Members who subsequently leave the meeting will not affect the validity of any action so taken at the meeting, or any adjournment of it, even if the number of Members leaving reduces the number originally required to establish a quorum.

2.5 Indivisible Vote. Each Unit shall have one (1) indivisible vote. If a Unit is owned by one natural person, the his right to vote shall be established by the record title to the his Unit.

2.5.1 Voting Certificates. If a Unit is co-owned, or owned a corporation, partnership, limited liability corporation, trust or some other artificial entityies as provided for in the Declaration of Condominium (Article 16.1) the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. -Such certificate shall be valid until revoked or superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If such a certificate is not on file, the vote of such Oewners shall not be considered in determining the requirement for a quorum nor for any other purpose.

~~If a Unit is owned by a partnership, any partner may vote on behalf of the partnership. If a Unit is owned in trust, any beneficiary of a trust shall be entitled to vote. Any person asserting the right to vote on behalf of a Unit owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary.~~

2.6 Proxies. Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or any adjournment thereof.

2.6.1 Unit Owners may designate any person as the Owner's proxy if that person is at least 18 years of age.

2.6.2 Proxies are revocable at any time at the pleasure of the Unit Owner executing it.

2.6.3 Except as specifically otherwise provided by law, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter which Chapter 718, Florida Statutes (202017) requires or permits a vote of the Unit Owners. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.

2.6.4 No proxy, limited or general, shall be used in the election of Board members.

2.6.5 An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photo static, facsimile, electronic or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

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

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

2.8.1 Call to order by the President;

2.8.2 Announcement of inspectors of election by the President;

2.8.3 Election of Directors;

2.8.4 Election of chairperson of the meeting; calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;

2.8.5 Proof of notice of the meeting or waiver of notice;

2.8.6 Disposal of unapproved minutes;

2.8.7 Reports of officers;

2.8.8 Reports of committees;

2.8.9 Unfinished business;

2.8.10 New business;

2.8.11 Adjournment.

2.9 Action without a Meeting. To the extent permitted by law, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of the Members may be taken without a meeting, ~~without prior notice,~~

~~and without a vote~~ if the appropriate number of Voting Interests required to approve the action submits a written consent setting forth the action so taken.

2.10 Election of Directors - Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual Membership meeting.

2.10.1 Not less than 60 days before a scheduled election, the Association shall mail, hand-deliver or email, 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 person desiring to be a candidate for the Board of Directors shall give written notice (i.e. provide a Notice of Intent form) to the Association not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall mail, hand-deliver or email a second notice of the election to all Unit Owners entitled to vote therein, together with a written ballot which shall include an information sheet (if provided by the candidate), no larger than one side of 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

2.10.2 There is no quorum requirement necessary for an election if 20% or more of the eligible voters cast a ballot. Elections shall be decided by a plurality of those votes cast.

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

3. BOARD OF DIRECTORS.

3.1 Number, Term, and Qualifications. The business of the Association shall be conducted by a Board of Directors which shall consist of at least three (3) members, the exact number to be determined by a resolution of the Board of Directors from time to time. ~~All~~ Directors shall be Unit Owners or Approved Members ~~the spouse of a Unit Owner~~. A grantor of a trust described in Section 733.707(3), Florida Statutes (2020~~17~~), or a beneficiary as defined in Section 737.303(4) (b), Florida Statutes (2017), and the spouses of such persons, shall be considered eligible for Board membership. Co-Owners of a Unit may not serve simultaneously on the Board unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. Persons who are convicted felons and who have not had their civil rights restored for at least five (5) years are not eligible to serve on the Board. If a Director ever becomes more than 90 days delinquent in the payment of any monetary obligation owed to the Association, the Director automatically abandons his position on the Board and the remaining Directors may fill the vacancy according to Article 3.2 below. All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. To implement and maintain a staggered Directorate, the Board may hold seats in future elections open

for one- or two-year terms, or a successor may serve until the previously elected term is completed when necessary or appropriate. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act or resigns. Director resignations are effective when received by the Association in writing unless a later date is stated.

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

3.3 Organizational Meeting. The organizational meeting of the Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held within ten (10) days following the annual meeting of the Members.

3.4 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless otherwise fixed by Board resolution, shall be provided to each Director - by mail, hand-delivery, email or facsimile. If the Board provides such notice by mail, each Director is entitled to seven (7) days' notice prior to the day named for such meeting. If the Board provides notice by hand-delivery, email or by facsimile, each Director is entitled to three (3) days' notice prior to the day named for such meeting (except in an emergency).

3.5 Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of any three (3) Directors or if the Board consists of only three (3) Directors, by any two(2) Directors. Notice of special meetings, unless otherwise fixed by Board resolution, shall be provided to each Director by mail, hand-delivery, email, or facsimile. If the Board provides such notice by mail, each Director is entitled to seven (7) days' notice prior to the day named for such meeting. If the Board provides notice by hand-delivery, email or by facsimile, each Director is entitled to three (3) days' notice prior to the day named for such meeting (except in an emergency).

3.6 Sample Agenda Order and Topics. The order of business at Board Meetings should, as far as is practical, follow this sample:

- Call to Order and Establish Quorum.
- Proof of Notice of Meeting.
- Review Meeting Decorum.
- Resignations and Appointments.
- Reading and Approval of the Minutes of Prior Meeting.

- Reports of Officers and Committees.
- Unfinished Business.
- New Business.
- Questions and Comments.
- Adjournment.

3.67 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

3.78 Notices to Owners of Board Meetings. Except in an emergency, notice of Board meetings, which notice shall specifically include an agenda, shall be posted conspicuously as provided in Section 2.3 of these Bylaws at least 48 continuous hours in advance of the meeting. Meetings at which a regular monthly or quarterly Assessment is to be considered shall contain a statement that Assessments will be considered and the nature of such Assessments. However, written notice of any meeting at which non-emergency special Assessments, or at which amendment to rules regarding Unit use will be considered, shall be sent to the Unit Owners in accordance with Article 2.3 above and posted conspicuously upon the Condominium Property at least 14-days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice and shall be filed among the official records of the Association.

3.89 Owner Participation in Board Meetings. Board of Directors meetings at which a majority of the Board is present and where the Board is discussing Association business, shall be open to all Unit Owners. However, Unit Owners are not entitled to attend Board meetings where a quorum of the Board is meeting with the Association's attorney for legal advice pertaining to proposed or pending litigation or where a quorum of the Board is meeting to discuss personnel matters.

3.89.1 Unit Owners may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to in writing by the Board prior to commencement of the meeting.

3.89.2 The Owners' right to attend Board meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Unless otherwise provided by the Board in a duly promulgated rule, each Unit Owner is entitled to speak for up to three (3) minutes with reference to designated agenda items.

3.89.3 Owners in attendance who state in advance their intention are permitted to tape record or video record Board meetings if doing so does not interfere with the meeting. Owners who record a Board meeting may not post such recordings on any website or other media which

can be readily viewed by persons who are not Members of the Association. The Board may adopt reasonable rules governing the taping of meetings of the Board and the membership.

3.89.4 If 20% of the Voting Interests petition the Board to address an item of business, the Board must, at its next regularly scheduled Board meeting, or at a special Board meeting, but in no event later than 60 days after receipt of the petition, place the item on the agenda. The Board is not obligated, however, to vote on the agenda item.

3.910 Board Meetings, Quorum, and Voting. The President has the discretion to set and determine agenda items for all Board meetings. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing, by two (2) Board members. A quorum at Director Meetings shall consist of a majority of the Directors gathered to discuss Association business. The acts approved by a majority of the entire Board present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each member present shall be recorded in the minutes. If at any Board meeting there is less than a quorum present, the Directors present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. Directors who are absent may later sign written statements agreeing with Board actions taken in their absence, but such written statements may not be used for purposes of creating a quorum or counted as official vote for the Board's meeting. Directors may participate telephonically in Board meetings, as provided by law.

3.1011 Presiding Officer. The presiding officer at Board of Directors meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding officer, the Directors present shall designate a Director to preside.

3.124 Director Compensation. Directors shall not be entitled to compensation for service as such. This provision shall not preclude the Board of Directors from employing an officer or Director as an agent or employee of the Association.

3.13. Out of Pocket Expenses. ~~;~~ however, Directors and Association members as needed may be reimbursed for out of pocket expenses shall, with the approval of a majority of the entire Board of Directors, be entitled to reimbursement of out of pocket expenses reasonably incurred in furtherance of their duties for the Association as Directors with the approval of the Association Manager and a board member who is not the member seeking reimbursement, (typically the Treasurer). ~~This provision shall not preclude the Board of Directors from employing an officer or Director as an agent or employee of the Association.~~

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors shall exercise all the powers and duties of a not-for-profit corporation existing under the Condominium Documents, the laws of Florida and the Condominium Act, all as may be amended from time to time. Such powers and duties shall include, but shall not be limited to, the following:

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

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

4.3 To Maintain the Condominium Property. The Board of Directors shall operate, maintain, and manage the Condominium Property.

4.4 To Adopt Rules/Regulations. The Board of Directors shall enact and may amend reasonable Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Condominium Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Condominium. No rule, policy, or resolution may contradict any provision in the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

4.5 To Reconstruct after Casualty. The Board of Directors may reconstruct the Units, Common Elements and Association Property after Casualty as specified in the Declaration of Condominium.

4.6 To Approve Transfers. The Board of Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Condominium, and may charge a preset transfer fee, not to exceed the maximum permitted by law, in connection with such right of approval. The Board may also charge other fees and require other information in connection with the approval of a Unit transfer in the manner provided by law.

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

4.8 To Contract. The Board of Directors may enter contracts for the maintenance, operation, and management of the Condominium.

4.9 To Insure. The Board of Directors shall carry insurance for the protection of the Unit Owners and the Association, pursuant to requirements contained in the Declaration of Condominium and Chapter 718, Florida Statutes (~~2020~~2017), both as amended from time to time.

4.10 To Pay Utility Bills. The Board of Directors shall pay the cost of all Utility Services rendered to the Condominium and not billed to the Unit Owners.

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

4.12 To Sue and Be Sued. Serving as a Director does not preclude the Director from bringing and defending lawsuits.

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

4.14 To Enter into Contracts for Products and Services; Competitive Bidding. All contracts for the purchase, lease, or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing; such purchases under \$3,000 or those delineated in the approved annual budget may be authorized by the President or Treasurer. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers and landscape architects, and community association managers, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Section, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty days' notice. Materials, equipment, or services provided to a condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section.

4.15 To Levy Fines and Suspensions. The Board of Directors may, pursuant to Section 718.303, Florida Statutes (2020~~17~~), as the same now exists or may be amended from time to time, levy and impose fines and suspensions against a Unit Owner not to exceed the maximum permissible by law, for failure of the Unit Owners or their Occupants, Licensees, Tenants and Guests to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws.

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

4.15.2 The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing before a "fining", ~~or~~ "enforcement" or "compliance" committee. The committee needs to be comprised of at least three (3) other Unit Owners who are neither Board

members nor persons residing in a Board member's household. The party against whom a fine is sought is entitled to receive advance written notice of not less than fourteen (14) days. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the Unit Owner listed in the official records of the Association. Said notice shall include:

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

4.15.3 The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral arguments on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the committee does not agree with the Board's decision to levy a fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and reasonable attorneys' fees incurred before trial (including in connection with the preparation for and conduct of fining hearings), at trial, and on appeal.

4.16 To Appoint Committees. As noted in Paragraph 5.2 below, the President, as chief executive officer, and/or the Board as a whole, have the authority to appoint committees. The Board of Directors may appoint committees and delegate to such committees those powers and duties of the Association as the Board deems advisable. All committees and committee members shall serve at the pleasure of the Board.

4.16.1 Committee Meetings. Meetings of committees that take final action on behalf of the Board of Directors or which make recommendations as to the Association budget must be noticed in the same manner as regular Board of Directors meetings as described in Article 3.7 of these Bylaws. All other committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

4.17 To Approve the Installation of Hurricane Protection. The Board of Directors shall adopt hurricane protection specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code or shall be structured to ensure that installed hurricane protection is in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane protection conforming to the specifications adopted by the

Board, provided that the Board may condition approval upon the Unit Owner's agreement to execute appropriate documentation regarding same.

4.18 To Exercise Emergency Powers. In the event of any "emergency" as defined in Section 4.18.8 below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (202017), and Section 617.0303, Florida Statutes (2017), as amended from time to time.

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

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

4.18.3 The Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Directors in attendance at such a meeting shall constitute a quorum.

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

4.18.5 The Board may use reserve funds to meet Association needs.

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

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

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

- .1 A state of emergency declared by local civil or law enforcement authorities;
- .2 A hurricane warning;

- .3 A partial or complete evacuation order;
- .4 Federal or state “disaster area” status;
- .5 A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or
- .6 An unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Unit Owners, the Condominium Property, or Association Property.

5. OFFICERS.

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

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

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

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

5.5 Treasurer — Powers and Duties. The Treasurer shall be responsible for all property of the Association, including funds, securities, and evidences of indebtedness. He shall be

responsible for the Assessment rolls and accounts of the Members. He shall make sure that the books of the Association are maintained in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.

~~5.6 — Officers' Compensation. Officers shall not be entitled to compensation for service as such; however, Officers shall, with the approval of a majority of the entire Board of Directors, be entitled to reimbursement of out of pocket expenses reasonably incurred in furtherance of their duties as Officers. This provision shall not preclude the Board of Directors from employing an officer or Director as an agent or employee of the Association.~~

6. Indemnification.

6.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer, agent, ~~or~~ committee member of, or advisor to the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement and actually and reasonably incurred by him in connection with such action, suit or proceedings, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

6.2 Expenses. To the extent that a director, officer, employee, agent or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 6.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

6.3 Advances. Expenses incurred in defending a civil or criminal action, suit, investigation or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, investigation or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee, agent or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 6.

6.4 Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee, agent or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

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

7. MINUTES AND INSPECTION OF RECORDS. Minutes of all meetings of Unit Owners, Committees, and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in Section 718.111(12), Florida Statutes (2020~~17~~), as amended from time to time, shall be available for inspection by Unit Owners and Board members at all reasonable times; provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

8. FISCAL MANAGEMENT. The Board of Directors is responsible to manage the Association's finances as follows:

8.1 Budget. The Board of Directors shall adopt the budget each year, when possible, prior to the start of the new fiscal year. The Board shall prepare a proposed annual budget of Common Expenses which shall include all anticipated expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include (if applicable) expenses of security, in-house communications, directors and officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be Common Expenses under these Bylaws. The proposed budget shall include reserves in accordance with -Section 718.112(2)(f)2, Florida Statutes (2020~~17~~), as amended from time to time, the funding of which may be waived or reduced by the Unit Owners. Reserve funds and any accrued interest on the funds shall remain in the reserve accounts for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the Voting Interests at a duly called meeting of the Association, or by the written approval of a majority of the Voting Interests. The budget shall contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred.

8.1.1 If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board

meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each Member as provided in Article 8.2 hereof.

8.1.2 If an adopted budget requires Assessments against the Unit Owners in any fiscal or calendar year which exceed 115 percent of the Assessments for the preceding year, the Board upon written application of 10 percent of the Voting Interests shall call a special meeting of the Unit Owners within 30 days upon not less than 14 days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and enact a budget. The adoption of the budget requires a vote of not less than a majority vote of all the Voting Interests. The Board of Directors may propose a budget to the Unit Owners at a meeting of Members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all the Voting Interests in writing, the budget is adopted. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether Assessments exceed 115 percent of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis or Assessments for betterments to the Condominium Property must be excluded from the computation.

8.1.3 If for any reason the Board does not adopt a budget for a particular fiscal year, the budget for the prior year will remain in effect until such time that the Board is able to adopt a new or amended budget.

8.2 Mailing. A copy of the proposed annual budget shall be mailed, hand-delivered or emailed to the Unit Owners not less than 14 days prior to the meeting of the Board of Directors at which the budget will be adopted, together with a notice of the meeting. The notice shall also be posted in a conspicuous location on the Condominium Property as provided by law. The Board may include notice of its meeting to set the insurance deductible with notice of the budget meeting.

8.3 Assessments. The annual shares of the Unit Owners of the Common Expenses shall be made against Units not less frequently than quarterly (as determined by the Board of Directors each year) in amounts which are sufficient to provide funds in advance for the payment of all current anticipated operating expenses and all unpaid operating expenses previously incurred. Assessments shall become due on the first day of each such period and shall become delinquent 10 days thereafter. The Association shall have the right to accelerate Assessments of an Owner delinquent in the payment of prior Assessments. Accelerated Assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

8.4 Special Assessments. Assessments for Common Expenses which are not provided for and funded in the budget or an amendment to the budget may be made by the Board of

Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such Assessments shall be considered shall be posted and mailed to each Unit Owner as provided in Article 2.3 hereof, except in the event of an emergency. The funds collected pursuant to a special Assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future Assessments.

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

8.6 Liability for Assessments and Charges. A Unit Owner shall be liable for all Assessments and Charges coming due while the Owner of a Unit, and such Owner and Owner's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Condominium Property or by abandonment of the Unit for which the Assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure, such mortgagee and its successors and assigns shall be liable for such Unit's Assessments, Charges, or share of the Common Expenses as provided in the Florida Condominium Act (2017), as amended from time to time.

8.7 Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, interest, late fees, and reasonable attorneys' fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.

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

8.9 Collection — Interest; Administrative Late Fee; Application of Payments. Assessments or Charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the Assessment for which payment is late, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. All payments upon account shall be first applied to interest, then the

late fee, then to any costs and reasonable attorneys' fee incurred, and then to the Assessment or Charge payment first due.

8.10 Collection — Suit. The Association, at its option, may enforce collection of delinquent Assessments or Charges by suit at law, by foreclosure of the lien securing the Assessments or Charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorneys' fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent Units and may withhold approval for the sale, lease, or other transfer of a Unit, or any interest therein, until all past due Assessments or Charges, interest, late fees, costs, and attorneys' fees have been paid in full. The Association must deliver or mail by certified mail to the Unit Owner a written notice of its intention to foreclose the lien as provided by law.

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

8.12 Association Depository. The Board of Directors shall deposit Association funds in financial institutions authorized to do business in Florida and which carry FDIC insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation (SIPC). Alternatively, the Board of Directors may deposit funds with brokerage houses or institutions which are members of the National Association of Securities Dealers, Inc. and insured by SIPC or equivalent industry insurance. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Board of Directors.

8.13 Commingling of Funds. All funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes (2017), as amended from time to time, nor any agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes (2017), as amended from time to time, nor with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

8.14 Financial Reports. A complete financial report of actual receipts and expenditures of the Association shall be made annually within 90 days after the end of the Fiscal Year, or such other time as is required by law and shall otherwise fully comply with all provisions of which shall

~~comply with Rule 61B-22, Florida Administrative Code (2017), as amended from time to time, and with Section 718.111(13), Florida Statutes (2017), as amended from time to time.~~

8.15 Fidelity Bonding. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 718.112(2)(j), Florida Statutes (2017), as amended from time to time, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an additional insured under said policy.

9. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall be used as a guide in the conduct of Members' meetings, Board meetings, and committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings unless he or the Board of Directors designates a third person, as Parliamentarian, shall be binding unless contrary to law.

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

10.1 Proposal of Amendments. An amendment may be proposed by either a majority of the Board of Directors or by ten percent (10%) of the entire Voting Interests.

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

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

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by the affirmative vote of a majority of the Board of Directors and the affirmative vote, in person or by proxy, at a properly noticed meeting of not less than a two-thirds majority of the Voting Interests once a quorum is established. Amendments correcting errors, omissions or

scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

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

10.6 Automatic Amendment. These Bylaws shall be deemed amended, if necessary, to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes (202017) Chapter 617, Florida Statutes (202017), or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements. –The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (202017), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

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

11. DISPUTE RESOLUTION.

11.1 Mandatory Arbitration. If unresolved, disputes between the Board and Unit Owners as defined in Section 718.1255(1), Florida Statutes (202017), as amended from time to time, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

11.2 Unit Owner Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within 30 days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation ("the Division"). If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted

by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any Unit. In the event of a grievance of a Unit Owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of 30 days in which to resolve the grievance.

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

12. MISCELLANEOUS. The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

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

1. Declaration of Condominium;
2. Articles of Incorporation;
3. Bylaws; and
4. Rules and Regulations.

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

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

TOWN HALL ZOOM MEETING ON BYLAWS and ARTICLES OF INCORPORATION

Please join us for a virtual Town Hall meeting on Tuesday, April 27, 2021 at 10 a.m. Eastern time. We will be discussing proposed changes to the two of our governing documents: The **Articles of Incorporation** and the **Bylaws** (attached).

ZOOM Meeting Information:

Gulf Shores Condominium Board is inviting you to a scheduled Zoom meeting.

Topic: Gulf Shores Town Hall Meeting

Time: Apr 27, 2021 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83964091232?pwd=czBnaFI0NE1GcEtoelZuNXRDWGtodz09>

Meeting ID: 839 6409 1232

Passcode: 496557

One tap mobile

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+19292056099,,83964091232#,,,,*496557# US (New York)

Background

As we have been reporting in the Newsletter and Board Meeting Minutes, we are nearly done with a long project to modernize the Association's now 50-year-old "governing documents": these are the **Articles of Incorporation**, the **Bylaws** and the **Declaration of Condominium**.

The project was started in 2014. After spending over \$10,000 in legal fees, new documents prepared by the Board Attorney were brought to the owners for approval at the Annual Meeting in 2017. Because of an inadvertent error, that vote had to be rescinded as the new documents didn't address some clauses in the existing documents that could only be changed with approval by 100 percent of the owners.

For owners who already voted YES in 2017, the Town Hall is an opportunity to ask questions about the very few changes to the 2017 documents. For owners who bought since 2017, we will get you a copy of the Board Attorney's 2014 summary of how the new documents compared to the existing documents as amended by Owners over the past 50 years.

To avoid the considerable expense of having the Board attorney prepare corrected documents to address the problems with the 2017 documents, in early 2020 a two-person working group (Carol Swan and Gary Greve) began a very careful review of the 2017 documents versus our 1971 documents as amended over the past 50 years. As each section was completed, changes were subject to a due diligence review by our legal advisor and the Board of Directors. All have now endorsed the revised **Articles** and **Bylaws** for review with owners. Separately, our lawyer

is currently reviewing Carol and Gary's suggestions on the **Declaration** which, after another Board review, should be ready for owner review in about a month.

The next step in the formal owner approval process is to have a Town Hall meeting for owners to review the updates to the **Articles** and **Bylaws**. After that review is completed and all owner questions are addressed, we expect to bring the **Articles** and **Bylaws** forward for owner approval through a written vote. We will then repeat the same process with the Declaration once it is ready.

Methodology

The review team started with the new documents approved by owners in 2017. The goal in 2017 was to modernize the Original Documents and bring them in line with updated laws, court decisions and modern practices. The team's job was made easier because in 2007, the Association prepared a "conformed version" of the documents which incorporated into each document all the amendments that had been made throughout the years to that document. Any changes we are recommending to the owner-approved 2017 Documents are shown in red strike-out and additions underlined in blue. Notes that might help the reader understand proposed changes are included as Comments. At the Town Hall, the team will go over proposed substantive changes to the 2017 documents and address any questions. If need be, the team can also address any questions about the 2017 changes to the 1971 documents. Most were required by 50 years of statute changes and court decisions.

Below is a brief narrative of any substantive changes to the **Articles** and the **Bylaws**.

Articles of Incorporation

We do not believe there are any substantive changes in the updated version of the Articles from the 2007 conformed documents. The updated version is shorter than the conformed 2007 version because the lengthy list of powers and duties of the Association was deleted from the Articles since these are spelled out in the Bylaws and the Declaration; this better conforms to where they are commonly found in most Florida association documents. One article from the original documents (3.3) prohibits the Association from buying a unit unless it is in foreclosure without approval of 100% of the owners; it cannot be changed without 100% approval of the owners. It was missing from the 2017 version but we have added back, but put it in the Declaration, where it fits better.

Bylaws

There are very few substantive changes in the 2021 version of the Bylaws from the 2017 version or the conformed 2007 version. Most changes are updates due to changes in Florida law. The following are the most notable changes:

- 2.5.1 Voter Certificates. We restored the 1971 and 2007 provision to have Voter Certificates to designate the authorized voter from units owned by more than one person. This was missing in the 2017 version. The Board believes that our process is working well now and it makes sense to keep it.
- 2.9 Action without a Meeting. This clause, which was added in the 2017 version and consistent with Florida law, makes explicit that actions by the membership can be taken by mail without an in-person meeting.
- 3.1 Board Qualifications. In a change from the original and the 2017 version, we have instituted both here and in the Declaration the concept of “Approved Member”. This is a way to incorporate spouses and domestic partners of sole owners as official members of the Association. Previously to be considered a Member of the Association, the person had to be listed on the deed. Having this new category will allow non-owner spouses and partners to participate in committees and run to be on the Board of Directors.
- 4.14 Contracts and Competitive Bidding. This clause updates the 2007 approval limits on purchasing and bidding to be consistent with law and general practices. The new clause provides for the President or Treasurer to approve an expenditure of up to \$3,000 or to approve an expenditure of any amount if noted in the approved annual budget (the limit has been \$1,000 since 1971). Competitive bidding is now required for contracts that will exceed 5% of the gross budget (currently that would be about \$26,500). (Contracts with attorneys, accountants, architects, engineers, landscape architects and association managers are exempt for this requirement consistent with Florida law.)
- 4.16.1 Committee Meetings. This clause clarifies that notice is required only for committee meetings that take action on behalf of the Board or that make recommendations to the Board on the Association Budget.

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We hope you can join the Town Hall if you have questions about these document revisions. If you are unable to attend but have questions, please feel free to relay them by email and they will be addressed.