

Prepared by and return to:
Cindy Hill, Esq.
Hill Tannenbaum
614 S. Tamiami Trail
Osprey, FL 34229

**CERTIFICATE OF RECORDATION OF
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
THE ESTATES AT GARDEN LAKES ASSOCIATION, INC.**

AND

**AMENDED AND RESTATED BYLAWS OF THE ESTATES AT GARDEN
LAKES ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amended and Restated Articles of Incorporation of The Estates At Garden Lakes Association, Inc. were duly adopted in the manner provided in the Association documents at the membership meeting held on June 10, 2025; and the attached Amended and Restated Bylaws of The Estates At Garden Lakes Association, Inc. were duly adopted in the manner provided in the Association documents at the membership meeting held on October 28, 2025. Both meetings were duly noticed in accordance with the Florida Statutes.

The land was originally made subject to a Declaration of Covenants, Conditions, Restrictions, and Easements, recorded in Official Records Book 1353, Page 1856; Official Records Book 1419, Page 2881, as amended in Official Records Book 1426, Page 2151, and Official Records Book 1432, Page 45, all of the Public Records of Manatee County, Florida, all of which were revoked and terminated by the Third Declaration of Covenants, Conditions, Restrictions, and Easements for Lots at Garden Lakes Estates, recorded in Official Records Book 1635, Page 1, of the Public Records of Manatee County, Florida (the "Original Declaration").

The Bylaws of The Estates At Garden Lakes Association, Inc. were attached to the Original Declaration as Exhibit "1" and the Articles of Incorporation of The Estates At Garden Lakes Association, Inc. were attached to the Original Declaration as Exhibit "2".

The Amended and Restated Articles of The Estates At Garden Lakes Association, Inc.; and the Amended and Restated Bylaws of The Estates At Garden Lakes Association, Inc.; are attached hereto.

[SEE NEXT PAGE FOR SIGNATURES]

IN WITNESS WHEREOF, we have affixed our hands this 2 day of FEBRUARY 2026,
in MANATEE County, FLORIDA.
(County) (State)

Joanie Brantley
Witness Signature
JEANIE BRANTLEY
Printed Name
5913 JAVA PLUM LANE
Address
BRADENTON, FL 34203
City, State Zip

THE ESTATES AT GARDEN LAKES
ASSOCIATION, INC.

By: [Signature]
Lynn Sims, President

Yvonne Dominick
Witness Signature
Yvonne DOMINICK
Printed Name
3805 GLE drive
Address
Bradenton Fla. 34203
City, State Zip

STATE OF FLORIDA)

COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 2 day of FEBRUARY 2026, by Lynn Sims, as President of
The Estates At Garden Lakes Association, Inc., a Florida corporation, on behalf of the corporation,
☒ who are personally known to me or ☐ have produced _____ as
identification.



KIM DAVIE
Notary Public
State of Florida
Comm# HH664193
Expires 4/14/2029

[Signature]
Notary Public

IN WITNESS WHEREOF, we have affixed our hands this 2 day of FEBRUARY 2026,
in MANATEE County, FLORIDA.
(County) (State)

Jeanie Brantley
Witness Signature
JEANIE BRANTLEY

Printed Name
5912 JAVA PLUM LANE
Address
BRADENTON, FL 34203
City, State Zip

Yvonne Dominick
Witness Signature
Yvonne Dominick

Printed Name
3805 GLE drive
Address
Bradenton, Fla 34203
City, State Zip

THE ESTATES AT GARDEN LAKES
ASSOCIATION, INC.

Attest: Stephanie Ott
Stephanie Ott, Secretary

STATE OF FLORIDA)

COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 2 day of FEBRUARY 2026, by Stephanie Ott, as Secretary of
The Estates At Garden Lakes Association, Inc., a Florida corporation, on behalf of the corporation,
☒ who are personally known to me or ☐ have produced _____ as
identification.



KM DAVIE
Notary Public
State of Florida
Comm# HH664193
Expires 4/14/2029

Stephanie Ott
Notary Public

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
THE ESTATES AT GARDEN LAKES ASSOCIATION, INC.**

*[This is a substantial rewording of the original Articles of Incorporation. See original
Articles of Incorporation text for text that is amended by this document.]*

That heretofore, The Estates at Garden Lakes Association, Inc. was governed by the Third Declaration of Covenants, Conditions, Restrictions, and Easements for Lots at Garden Lakes Estates, in Official Records Book 1635, Pages 1, et seq. in the Public Records of Manatee County, Florida, as amended (the "Original Declaration").

These are the Amended and Restated Articles of Incorporation of The Estates at Garden Lakes Association, Inc. The original Articles of Incorporation were submitted to the Secretary of State of the State of Florida on July 23, 1991. The Estates at Garden Lakes Association, Inc. has been organized pursuant to Chapter 720, Florida Statutes, for the maintenance, operation, and management of the Garden Lakes Estates Subdivision, located in Manatee County, Florida.

Pursuant to Section 720.306, Florida Statutes, the Articles of Incorporation of The Estates at Garden Lakes Association, Inc. are hereby amended and restated in their entirety by the recording of this Amended and Restated Articles of Incorporation of The Estates at Garden Lakes Association, Inc. (the "Articles of Incorporation").

Article I
Name

The name of this corporation is The Estates at Garden Lakes Association, Inc. hereinafter referred to as the "Association."

Article II
Principal Office and Registered Agent

The principal office of the Association is 6022 Promenade Court, Bradenton, FL 34203, and the Association's Registered Agent is currently Julie Trimpe, 2831 Ringling Blvd., Ste. 203D, Sarasota, FL 34237. The Board may change the Association's registered agent and office in the manner provided by Florida law.

Article III
Purposes

The primary purposes for which the Association was formed are to provide for the operation and management of the affairs and property, including the maintenance and architectural control of the residences and Common Area within the subdivision known as Garden Lakes Estates, as well as the health, safety, and welfare of the owners within that subdivision, located in Manatee County, Florida, and to perform all acts provided in the Declaration of said Subdivision, originally recorded in Official Records Book 1635, Pages 1, et seq. of the Public Records of Manatee County, and all amendments thereto, and pursuant to Chapter 720, Florida Statutes, as amended.

Article IV
Powers

The Association by and through its Board of Directors (the "Board") shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in the Florida law and the Declaration of Covenants, Conditions, Restrictions, and Easements for Lots at Garden Lakes Estates Subdivision, as amended, and the Bylaws, including, but not limited to the following:

1. To make, amend, and collect annual and special assessments against Owners to defray the costs of the common expenses of the Association.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To operate, maintain, repair, and improve all Common Area, and such other portions of the Property in accordance with the Declaration.
4. To purchase insurance upon the Common Area, and for the protection of the Association and its members.
5. To make and amend reasonable Rules and Regulations regulating the use of the Lots and the Common Area.
6. To enforce by legal means the provisions of the Florida law, the Declaration, these Articles of Incorporation, the Bylaws, and the Rules and Regulations for the use of the Property.
7. To legally enforce any violation of approved Rules and Regulations, or violations of the provisions of the Declaration, these Articles of Incorporation, or the Bylaws.
8. To contract for the management, operation, and administration of the Association and to delegate to such contractor all powers and duties of the Association, except as specifically required by the Declaration to be performed by or have the approval of the Board or the Membership of the Association.
9. To employ personnel for reasonable compensation to perform the services as required for the proper administration of the purposes of the Association.
10. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair, and/or replace the real and personal property of the Association.
11. To, with the affirmative approval of a majority of the members at a duly noticed membership meeting, borrow money and mortgage any Association real or personal property to provide security for the repayment of same.

Article V
Members and Voting Rights

Section 5.1 Members. The Members of the Association shall consist of all persons owning a Lot in Garden Lakes Estates as evidenced by a duly recorded deed or other appropriate

instrument of conveyance, in the Public Records of Manatee County, Florida. Membership in the Association shall terminate automatically and immediately as a Member's interest in the title terminates.

Section 5.2 Member's Voting Rights. Each Lot shall be entitled to one (1) vote at Association meetings, as provided in the Bylaws or Declaration, notwithstanding that the same Lot Owner may own more than one (1) Lot. The manner of exercising voting rights shall be determined by the Bylaws.

Article VI Existence

The Association shall exist perpetually unless dissolved according to law.

Article VII Board of Directors

The affairs of the Association shall be managed by a Board of Directors consisting of an odd number of members, determined from time to time in accordance with the Bylaws. In no event shall the Board consist of fewer than three (3) Directors. Directors shall be members of the Association.

All of the duties and powers of the Association existing under Florida law, the Declaration, these Articles of Incorporation, and the Bylaws shall be exercised exclusively by the Board, its agents, contractors, or employees, subject to the approval of the Members only when specifically required.

Article VIII Officers

The affairs of the Association will be managed by the Officers whose positions and duties are set forth in the Bylaws. The Officers shall be elected from and by the Board at its organizational meeting following the annual meeting of the Association, which shall be noticed no less than forty-eight (48) hours in advance. If not held immediately after the annual meeting, the Board organizational meeting to elect its Officers shall be held no later than ten (10) days after that meeting. All Officers shall serve at the pleasure of the Board.

Article IX Indemnification

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses, liabilities, and settlements, including attorneys' fees reasonably incurred by or imposed upon him in connection with any legal or administrative proceeding to which he may become involved by reason of him being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time of the expenses, unless the Director or Officer is adjudged by a Florida court of competent jurisdiction to have committed gross negligence, fraud, willful misfeasance, and/or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all right of indemnification to which such Director or Officer may be entitled whether by statute, by common law, or otherwise.

The Association may also elect to indemnify any committee member or other appointee or volunteer if it believes such indemnification shall be in the best interests of the Association and the Owners. The indemnification provided by this Article shall inure to the benefit of the heirs and personal representatives of such person.

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 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.

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

Article X
Bylaws

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

Article XI
Subscriber

The name and street address of the original subscriber to these Articles of Incorporation is as follows:

E. Carl Goff	c/o Suncoast Advertising Company, Inc. 240 S. Pineapple Sarasota, FL 34236
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Article XII
Amendments

These Articles of Incorporation may be amended at a membership meeting by the affirmative vote of not less than a majority of the Members, present either in person or by proxy. Upon successfully obtaining such approval, the amendment, along with a duly executed certificate of amendment, shall be recorded in the Public Records of Manatee County, Florida. Upon the recording of the amendment and certificate of amendment in the Public Records, the amendment shall be legally effective.

**AMENDED AND RESTATED BYLAWS OF
THE ESTATES AT GARDEN LAKES ASSOCIATION, INC.**

*[This is a substantial rewording of the original Bylaws. See original Bylaws
for text that is amended by this document.]*

That heretofore, THE ESTATES AT GARDEN LAKES ASSOCIATION, INC, was governed by the Third Declaration of Covenants, Conditions, Restrictions, and Easements for Lots at Garden Lakes Estates, in Official Records Book 1635, Pages 1, et seq. in the Public Records of Manatee County, Florida (the "Original Declaration").

These are the Amended and Restated Bylaws of The Estates at Garden Lakes Association, Inc. The Estates at Garden Lakes Association, Inc. has been organized pursuant to Chapter 720, Florida Statutes, for the maintenance, operation, and management of the Garden Lakes Estates Subdivision, located in Manatee County, Florida.

Pursuant to Section 720.306, Florida Statutes, the Bylaws of The Estates at Garden Lakes Association, Inc. are hereby amended and restated in their entirety by the recording of this Amended and Restated Bylaws of The Estates at Garden Lakes Association, Inc. ("Bylaws").

**Article I
Identity**

These are the Amended and Restated Bylaws of The Estates at Garden Lakes Association, Inc ("the Association"). The Association was incorporated under laws of the State of Florida on July 23, 1991.

**Article II
Name and Purpose**

Section 2.1 Purpose of the Association. The Association has been organized for the purpose of promoting the health, safety, and welfare of the Owners of Lots located within Garden Lakes Estates, a subdivision in Manatee County, Florida, and performing the duties assigned to it under the provisions of the Declaration. The terms and provisions of these Bylaws are expressly subject to the Articles of Incorporation of the Association and to the terms, provisions, conditions, and authorizations contained in the Declaration.

Section 2.2 Definition of Terms. All words and terms used in these Bylaws which are defined in the Declaration shall be used herein with the same meanings as defined in that instrument. If a definition is not so defined for a term in these Bylaws, the Articles of Incorporation, or the Declaration, then the definition found in the Florida Homeowners' Association Act, as amended, will be the definition applied to such term.

Article III
Membership, Meeting Notices, and Voting

Section 3.1 Qualification for Membership. The qualification of Members, the manner of their admission to Membership, the termination of such Membership, and the voting by the Members shall be as set forth in the Association's Articles of Incorporation.

Section 3.2 Confirmation of Membership. New Members are required to provide the Association with a copy of the deed to their Lot, or other document establishing their new ownership, within thirty (30) days after their new ownership is effective.

Section 3.3 Voting Rights. Each Lot shall be entitled to one (1) vote. A Lot vote may not be divided. In the event that the Owners of a Lot cannot agree on who has the authority to vote for that Lot, the Association shall not count a vote for that Lot.

Section 3.4 Providing Notices of Meetings. The Association shall provide all required meeting notices to the Member or entity shown by the Association's records to be entitled to receive such notices at the last known address shown in the records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or a different address. Alternatively, pursuant to the Homeowners' Association Act, a member may consent in writing to receive required notices electronically via email or facsimile rather than a mailing address. In such event, the Association may provide all required notices by electronic transmission to any member who has provided a facsimile number or email address to the Association to be used for such purposes.

Section 3.5 Proxies. Votes may be cast in person, by proxy, or written ballot. Proxies shall be valid only for the particular meeting designated hereon and any adjournments of said meeting, provided such adjourned meetings occur within ninety (90) days of the original meeting, and must be filed with the Secretary (or other person designated by the Secretary) at or before the designated time of the meeting. Each proxy shall be revocable at any time at the pleasure of the Lot Owner executing it.

Article IV
Annual and Special Meetings of Members

Section 4.1 Annual Meeting. An Annual Meeting of the Membership of the Association shall be held during the month of November each year, at a place chosen by the Board in Manatee County, Florida. The Annual Meeting shall be held for the purpose of electing Directors and transacting any other business authorized to be transacted by Members.

Section 4.2 Special Meetings. Special Meetings of the Members of the Association shall be held whenever called: by the President or Vice President, by a majority of the Board, or by at least twenty percent (20%) of the Members of the Association.

Section 4.3 Notice of Member Meetings. Notice of all Members' Meetings, Annual or Special, shall be given by the President, Vice President, or Secretary or by such other officer of the Association as may be designated by the Board. Such notice shall be mailed, delivered, or

electronically transmitted to each Member as required by Florida law and shall state the time and place of the meeting and the purpose for which the meeting is called. Notices for the Annual Meeting shall be conducted in the manner required by Section 5.5 of Article V, below. Notice for all other Members' Meetings shall be given not less than fourteen (14) days prior to the date set for such meeting. If presented personally, a receipt of such notice shall be signed by the Member indicating the date on which such notice was received. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail and addressed to the member at the address as it appears on the records of the Association. Proof of such mailing may be given by the affidavit of the person giving the notice and filed in the Association's records. As appropriate, notice may be given by facsimile or email with proof of transmission by affidavit by the Secretary of the Association, pursuant to Florida law. If a Lot is transferred after the notice is delivered, the transferee need not be notified. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of notice to such Member.

Section 4.4 Quorum. A quorum at any meeting of the Association Members shall consist of twenty percent (20%) of the Members of the Association present in person or by proxy.

Section 4.5 Lack of Quorum and Adjournment. If any Member's meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or proxy, may adjourn the meeting from time to time until a quorum is present. Prior to adjournment, an announcement must be made stating the time and place for the reconvened meeting, which announcement shall serve as notice of the rescheduled meeting. If no such announcement is made, then the reconvened shall be noticed to the Members via mail or electronic transmission, as appropriate.

Section 4.6 Member Approval of Agenda Items. Except as otherwise required by provisions of the Articles of Incorporation, these Bylaws, or the Declaration, or where the same may otherwise be required, by law, the affirmative vote of a majority of Members present at any duly called Members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all members.

Section 4.7. Member Meeting Chairman. At all meetings of the Membership, the President or in their absence, the Vice President shall preside, or in the alternative, the Board shall designate a chairperson.

Section 4.8 Order of Business. The order of business at the Annual Meeting of the Members shall be as follows:

- A. Election by the Board of Chairperson (if President or designee is absent).
- B. Calling of the roll, certifying of proxies, and determination of a quorum.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes, or waiver of same.
- E. Election of directors.
- F. Reports of Officers, Directors, or committees.

- G. Unfinished business.
- H. New business and announcements.
- I. Adjournment.

Section 4.9 Lot Owners' Right to Record and Speak at Member Meetings. Any Lot Owner may tape record or videotape a meeting of the Members subject to such reasonable rules and regulations adopted by the Board. Members have a right to speak for up to three (3) minutes at all Membership meetings on any agenda item and on all other items opened for discussion.

Article V **Board of Directors**

Section 5.1 Powers and Duties of the Board. The Officers and Directors of the Association have a fiduciary responsibility to the Members of the Association. All the powers and duties of the Association existing under the Florida Homeowners' Association Act, the Florida Not for Profit Corporation Act, the Declaration, the Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board, its agents, contractors, or employees, subject only to approval by the Membership when such is specifically required by law or such documents.

Section 5.2 Emergency Powers. In response to any State of Emergency declared by County, State, and/or Federal Authorities, in response to damage or injury caused or anticipated by an event, including any public health threat, the Board shall have the following emergency powers:

- a. **Conduct Meetings.** To conduct Board, membership, and/or committee meetings in whole or in part by telephone, real-time videoconferencing, or similar real-time electronic or video communication, with notice given as is practicable. Such notice may be given in any practicable manner, including via publication, radio, United States mail, the Internet, electronic transmission, public service announcements, conspicuous postings on the Common Area, or any other means the Board deems reasonable under the circumstances. All meetings shall be open to members unless otherwise provided by law. Notices of decisions may be communicated in the manner of notices, as provided in this paragraph.
- b. **Cancel Meetings.** Cancel and reschedule any Association meeting.
- c. **Assistant Officers.** Designate assistant officers who are not Directors. If the executive officer is incapacitated or unavailable, the assistant officer has the same authority during the State of Emergency as the executive officer who he or she assists.
- d. **Relocate.** Relocate the Association's principal office or designate an alternative principal office.
- e. **County Agreements.** Enter into agreements with Manatee County to assist the County with debris removal and/or other beneficial governmental services.

f. **Emergency Plan.** Implement a disaster or emergency plan before, during, or following the event for which a State of Emergency is declared, which may include, but is not limited to, turning on or shutting off electricity and water to Common Area.

g. **Common Area Access.** Based upon the advice of emergency management officials, public health officials, licensed professionals retained by or otherwise available to the Board, or in their absence, in the best judgment of the Board, determine whether the Common Area or any portion thereof can be safely inhabited, occupied, or accessed, and, when necessary, limit or restrict access to the Common Area by Lot Owners, their family members, tenants, guests, agents, and/or invitees, to protect the health, safety, or welfare of such persons.

h. **Mitigate Damage.** Mitigate damage, injury, or contagion, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of installations or fixtures on or within the Common Areas, or sanitizing the Common Area.

i. **Special Assessment.** Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the Declaration, the Articles of Incorporation, and/or these Bylaws, levy special assessments without a vote of the Owners if operating funds are insufficient for required or necessary expenditures.

j. **Pledge Assets and Borrow Money.** Without Owners' approval, borrow money and pledge Association assets as collateral to carry out the duties of the Association if operating funds are insufficient. This paragraph does not apply to the general authority of the Association to borrow money, subject to the restrictions of the Declaration, the Articles of Incorporation, and/or these Bylaws.

k. **Limitation on Liability.** Should any Owner or other occupant of a Lot access or permit access to the Common Area or any portion thereof, when such access has been prohibited or restricted by the Board pursuant to this Section, the Association, and its Board directors, officers, and committee members shall be immune from liability or injury to persons or property arising from such access.

l. **Limitation on Authority.** The authority granted in this Section is limited to that time reasonably necessary to protect the health, safety, and welfare of the Association, the Lot Owners, and their family members, tenants, guests, agents, or invitees, and to mitigate further damage, injury, or contagion and make emergency repairs.

Section 5.3 Architectural and Other Committees. The Architectural Committee shall consist of three (3) members appointed by the Board for two (2) year terms. The Board also has the authority to create and disband such other committees as the Board may, from time to time, determine reasonably necessary for the administration and operation of the Association. All committees shall keep minutes and conduct meetings in the same manner as the Board.

Section 5.4 Number of Directors and Terms of Offices. The affairs of the Association

shall be managed by a Board of Directors consisting of at least three (3) but no more than five (5) Directors, the exact number of which shall be determined by the Board at a duly noticed Board meeting prior to the annual election. The Board shall at all times be comprised of an odd number of Directors. The terms of the elected directors shall be one (1) year terms. Directors must be Members of the Association in good standing, and if not a natural person, can be a person exercising the rights of a Lot owner who is not a natural person. Only one (1) Owner per Lot can serve as a Board Director.

Section 5.5 Election of Directors. The election of Directors shall be by secret ballot, and shall occur as the first item of business at the Annual Meeting of the Association. The Members shall be notified of the opportunity to be a candidate for open positions on the Board no less than sixty (60) days prior to the date of the Annual Meeting. In order to be a candidate on the ballot, Members interested must notify the Board in writing of their intent to be a candidate no later than forty (40) days before the Annual Meeting.

No less than fourteen (14) days before the Annual Meeting, the Association shall mail, along with the Meeting notice and agenda, a ballot for the election, unless there are fewer Director candidate than there are open Board seats, in which case there is no need for an election. So that the election can be conducted by secret ballot, the Association shall also include with that notice both an outer and inner envelope. The outer envelope shall have a space where the Owner designates their Lot number and/or address, and provides their signature(s). The inner envelope shall be blank. Owners may return their ballots via mail or in person at the Annual Meeting. All envelopes shall be opened at the Meeting; with all outer envelopes opened first, after confirming the identity and signature of the voting Owner, and then all of the inner blank envelopes opened second so as to count the ballots. Proxy voting for the election of the Board Directors is prohibited. There shall be no cumulative voting. The persons receiving the largest number of votes shall be elected.

Section 5.6 Fraudulent Voting Activities. Any person who engages in any of the acts of fraudulent voting activity relating to the Association's elections stated in Section 720.3065, Florida Statutes, is subject to potential criminal penalties, as stated in that Section.

Section 5.7 Board Director Education Requirements. All Board Directors shall complete the education requirements stated in Section 720.3033, Florida Statutes, as applicable, and provide certificates of such course completion to the Secretary for retention in the Association's Official Records.

Section 5.8 Board Transition. After the annual election, all former Board Directors shall, within forty-five (45) days, provide current Board Directors with all Association records, including financial information, which is in their possession, and shall further meet with the Board at its request to fully facilitate the transition process, unless otherwise provided by Florida Statute.

Section 5.9 Resignation of Directors. Resignation by Directors from the Board must be in writing and received by the Secretary. Any Board Director position that opens pursuant to this Section shall be filled and served as provided in Section 5.12 below.

Section 5.10 Recall. Directors may be removed from the Board, with or without cause, by the procedures set forth in Florida law.

Section 5.11 Delinquent Directors. Any Board Director who is delinquent in payment of any fee, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible for Board membership. Any Board Director position that opens pursuant to this Section shall be filled and served as provided in Section 5.12 below.

Section 5.12 Replacement of Directors. If the number of Directors drops below three (3), the remaining Board directors, even if only one (1), may appoint replacement Board directors for the empty seats. Any such vacancy will be filled only to the end of that Director's term.

Article VI **Meetings of Directors**

Section 6.1 Organizational Meeting. An organizational meeting of the Board shall be held immediately after or no later than ten (10) days of the annual election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary. At the organizational meeting, the Directors shall appoint the Officers of the Association from among the Directors.

Section 6.2 Regular Board Meetings. Regular meetings of the Board shall be held at such time and place as determined by the Board.

Section 6.3 Special Board Meetings. Special meetings of the Board shall be held when requested in writing by one-third (1/3) or more of the Directors.

Section 6.4 Quorum and Attendance. A majority of the Board shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board. Board Directors may attend a Board meeting telephonically by speakerphone, video conference, or any other electronic means that enables all attending to hear and be heard.

Section 6.5 Notice of Board Meetings. Notice of regular or special meetings of the Board shall be given to each Director, personally, by mail, facsimile, telephone, or email, at least forty-eight (48) hours prior to the day planned for such meetings, which notice shall state the time and place of the meeting and, as to special meetings, the purpose of the meeting, unless such notice is waived. Notice may be waived in writing by any Board Director. Notice of all Board meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of the meeting, except in an emergency as defined in these Bylaws and/or the Homeowners' Association Act.

Notwithstanding same, notice to the Members of any Board meeting at which Special Assessments are to be considered or proposed Rules and Regulations regulating the use of the Lots may be adopted or revised, shall contain a statement of the nature of such Assessment and/or proposed rule, as applicable, and be given in writing to each Member, not less than fourteen (14)

days prior to the date of the Board meeting.

Section 6.6 Joinder in Meeting by Approved Minutes. A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting that the Director did not attend, but such action may not be used for the purposes of creating a quorum.

Section 6.7 Members' Right to Attend and Speak at Board Meetings. All meetings of the Board shall be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the meeting would be governed by the attorney/client privilege, or otherwise provided in the Homeowners' Association Act, as amended.

Members have the right to speak at Board meetings, with reference to each agenda item. The Board may adopt reasonable rules governing frequency, duration, and other requirements of Member statements, including requiring a sign-up sheet for Members who want to speak at Board meetings.

Section 6.8 No Voting by Ballot Proxies. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

Article VII

Officers

Section 7.1 Officers. The Officers of the Association shall be a President, Vice President, Secretary, and Treasurer, each of whom must be a Board Director. Notwithstanding same, a single Director may hold more than one (1) office, however, the President shall not also be the Secretary or the Treasurer. The Board may in its discretion appoint assistant Officers, but any such assistant Officers who are not Board Directors shall not be voting members of the Board.

Section 7.2 Election of Officers. All Officers of the Association shall be elected by the Board at the organizational meeting of the Board as described in Section 6.1 above. Officers shall be Directors. Each Officer shall hold office until a successor has been duly elected and qualified or until the Officer's earlier death, resignation, or removal.

Section 7.3 Vacancies. Any vacancy in any office because of death, resignation, or other termination of service may be filled by the Board for the unexpired portion of the term.

Section 7.4 Removal of Officers. All Officers shall hold office at the pleasure of the Board and may be removed by a majority vote of the Board Directors.

Section 7.5 Duties of the President. The President shall preside at all meetings of the Board, shall see that the orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds, and other written instruments affecting the Common Area.

Section 7.6 Duties of the Vice President. The Vice President so designated by the Board shall perform all the duties of the President in his or her absence. The Vice President shall perform

such other duties as may be assigned by the Board.

Section 7.7 Duties of Secretary. The Secretary shall record the votes and keep the minutes of all Association meetings. The Secretary shall keep the records of the Association, and shall maintain a roster of names of all Members of the Association, together with the addresses as registered by such Members.

Section 7.8 Duties of the Treasurer. The Treasurer shall receive and deposit in appropriate institutional accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board; provided, however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of the budget adopted by the Board. The Treasurer, or his/her appointed agent shall keep proper books of accounting and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a Member.

Section 7.9 Manager and Employees. The Board may employ the services of a management company and other employees as agents as they shall determine appropriate to actively manage and operate the Association, and to care for the Common Area, with such powers and duties and at such compensation as the Board may deem appropriate and provided by resolution from time to time. Such manager, employees and agents shall serve at the pleasure of the Board.

Section 7.10 Compensation. Neither Directors nor Officers shall be compensated for their services on the Board.

Section 7.11 Liability and Indemnifications. Every Director and every Officer of the Association shall be indemnified by the Association as provided in the Articles of Incorporation.

Article VIII

Fiscal Management

Section 8.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 8.2 Annual Budget and Special Assessments. The Board shall adopt a budget for each fiscal year, which will contain estimates of the cost of performing functions of the Association and shall levy an annual Assessment based thereon against each Lot subject to the Assessment. The adoption of a budget shall not be construed as restricting the right of the Board, at any time in their sole discretion, to levy an emergency Special Assessment in the event of an emergency need for funding and/or as authorized by Section 5.2(i), above. Further, the adoption shall not be construed as restricting the Board's authority to levy a Special Assessment for no more than ten thousand dollars (\$10,000.00) in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management, or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements. A Special Assessment for any other purpose other than those excepted above shall require the approval of a majority of the Members at a duly noticed Membership meeting.

Section 8.3 Annual Assessments. Notice of the Annual Maintenance Assessments levied against each Lot, together with a copy of the budget as adopted by the Board, shall be made available to each Member as set forth in the Declaration. Annual Maintenance shall be due quarterly. If a Member shall be delinquent in the payment of an Assessment due, the amount remaining shall bear interest from the due date at the highest rate of interest permitted by law and an administrative late fee not to exceed the greater of twenty-five dollars (\$25) or five percent (5%) of the amount of each installment that is paid past the due date. The Association shall provide any such notice required by Homeowners' Association Act, as amended, prior to the implementation of attorneys' fees in the collection of past due assessments. The Association is also granted the power to file in the Public Records of Manatee County, Florida, a written claim of lien against any Lot for which there remains unpaid assessment interest, and/or charges as provided herein, as required by the Homeowners' Association Act.

Section 8.4 Signatories. All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed, physically or electronically, by such Officer, Directors, or agents of the Association and in such a manner as shall from time to time be determined by resolution of the Board.

Section 8.5 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board may select. All such depositories shall be FDIC insured.

Section 8.6 Fidelity Bonds. Fidelity bonds shall be required by the Board of all Officers and employees of the Association and from any person handling or responsible for Association funds. The amount of such bonds shall be determined by the Board. The premiums on such bonds shall be paid by the Association and shall be a Common Expense of the Association.

Section 8.7 Financial Reports. The Association shall prepare an annual financial report within ninety (90) days after the close of the fiscal year and so notify each Member that the financial report is available and prepared in accordance with the requirements of Florida Statutes Section 720.303, as amended. Additionally, when an annual election results in two (2) or more new Board Directors, the Board shall appoint a committee consisting of not less than three (3) Owners to conduct a financial review of the Association's finances for the immediate previous year and report those results to the Board. In its report that committee may recommend to the Board that an audit be prepared, in which such event the Board has the authority, but not the obligation, to have an audit prepared.

Article IX

Covenant Enforcement

Section 9.1 Enforcement. Subject to statutory pre-suit mediation requirements provided in Chapter 720, Florida Statutes, covenants and restrictions in the Declaration, as amended, may be enforced by the Association or by any other Owner by filing an action at law or in equity against any person violating or attempting to violate the covenants or restrictions. The party bringing the action may recover damages and/or injunctive relief and the prevailing party shall be entitled to

recover reasonable attorneys' fees and costs, both at the trial and the appellate levels.

The failure to enforce any provision of the Declaration and/or Rules and Regulations shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not also give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

Section 9.2 Violations. Failure of an Owner or any family member, guest, invitee, or tenant of an Owner to comply with such restrictions, covenants, or Rules and Regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, all to the extent of the Owner's liability under applicable law. The offending Owner shall be responsible for all costs of enforcement including reasonable attorneys' fees and costs, both at the trial and the appellate levels.

Section 9.3 Fines. In addition to all other remedies, and to the maximum extent permissible by law, the Association may levy and impose a fine or fines upon an Owner, or an Owner's tenant, guest, or invitee, for failure of that person or persons to comply with any covenant, restriction, rule, or regulation. Any such levy and imposition of a fine shall be conducted as required by Section 720.305, Florida Statutes, as amended from time to time.

Section 9.4 Suspension of Use. In the event that an Owner becomes more than ninety (90) days delinquent in the payment of a fine, fee, or other monetary obligation due to the Association, the Association may suspend use rights to the Common Area by that Owner, and/or the Owner's tenant(s), guest(s), or invitee(s), as applicable, as provided in Section 720.305, Florida Statutes, as amended from time to time. This does not apply to Common Area needed to access the Lot or the property, utility services provided to the Lot, or parking spaces.

Article X

Official Records

The books, records, and other papers of the Association shall be available at the Association's office and subject to inspection by any of the Association Members during regular business hours. The official records of the Association maintained at the Association's office shall comply as required by Florida law. As permissible by Florida law, the Board may adopt written rules governing the frequency, time, location, records to be inspected, and manner of inspections, including imposing a charge for copying costs.

Article XI

Amendments

These Bylaws may be amended at a membership meeting by majority vote of all Lot Owners, present either in person or by proxy. An amendment to the Bylaws may be proposed in writing by a majority of the Board or at least twenty percent (20%) of the Association Members. Notice of the subject matter(s) of a proposed amendment shall be included in the notice of any membership meeting at which a proposed amendment is considered. Proposed amendments to be

voted upon by the Members shall contain full and complete changes to be made in writing. Upon successfully obtaining Membership approval required herein, the Bylaws amendment, along with a duly executed certificate of amendment, shall be recorded in the Public Records of Manatee County, Florida. Upon the recording of the amendment and certificate of amendment in the Public Records, the amendment shall be legally effective.

At any time prior to recording the amendment, the Association may correct clerical, non-material errors or omissions in the amendment without obtaining a vote of the Membership. Within thirty (30) days after recording an amendment, the Association shall provide copies of the amendment to the Members, with the exception that if the copy of the amendment was provided to the Members prior to the Membership vote on same, and the proposed amendment was not changes before the Membership vote, the Association may alternatively provide notice to the Members that the amendment was adopted, identifying the instrument number of the recorded amendment and stating that a copy of the amendment is available at no charge to the Member upon written request to the Association. The copies of the notice may be provided electronically as permissible by law.

Article XII

Rules and Regulations

The Board may, from time to time, adopt such uniform administrative Rules and Regulations governing the details of the operation of the Association and restrictions upon and requirements regarding the use and maintenance of the Lots and Common Area as may be deemed necessary and appropriate to ensure enjoyment of all Owners and to prevent unreasonable interference with the use of the Lots and the Common Area, as shall not be inconsistent with the Declaration, Articles of Incorporation, and these Bylaws.

Article XIII

Meeting Decorum and Professionalism

Professionalism, as evidenced by acts, discussions, and statements made in order and decorum, shall govern the conduct of meetings of the Association, the Board, and the committees of the Association, when not in conflict with the Declaration, the Articles of Incorporation, or these Bylaws.

Article XIV

Conflict

The governing documents shall control in the following order of priority: the Declaration; the Articles of Incorporation; these Bylaws; and Rules and Regulations. In the event of any conflict between the provisions hereof and the Homeowners' Association Act, the Act shall control.

Article XV

Construction

The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to operate the Subdivision. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of plural shall include all singular and the singular shall include the plural.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.