

File # 2014002546, OR BK 3578 Page 1457, Page 1 of 24, Recorded 01/16/2014 at 09:30 AM, Bill Kinsaul, Clerk Bay County, Florida Deputy Clerk DW Trans # 1187435

CERTIFICATE ACKNOWLEDGING
AMENDMENT TO BYLAWS
OF
SUNNYSIDE BEACH AND TENNIS CLUB CONDOMINIUM ASSOCIATION, INC.

THIS CERTIFICATE ACKNOWLEDGING AMENDMENT TO BYLAWS OF SUNNYSIDE BEACH AND TENNIS CLUB CONDOMINIUM ASSOCIATION, INC. ("Amendment") is made and entered into as of this 10th day of January, 2014.

WHEREAS, the Declaration of Sunnyside Beach and Tennis Condominium, a Condominium, dated June 23, 1977, and exhibits and attachments thereto, were recorded on June 23, 1977, at Book 633, Page 535, in the Official Records of Bay County, Florida;

WHEREAS, one of the exhibits to the Declaration was the Bylaws for Sunnyside Beach and Tennis Club Condominium Association, Inc., a Florida not-for-profit corporation ("Association"), dated June 22, 1977, and recorded on June 23, 1977, at Book 633, Page 580, in the Official Records of Bay County, Florida ("Bylaws");

WHEREAS, the Association has previously amended the Declaration of Condominium and Bylaws evidenced by an Amendment to Bylaws of Sunnyside Beach and Tennis Club Condominium Association recorded on September 20, 1980, at Book 807, Page 437, in the Official Records of Bay County, Florida;

WHEREAS, the Association has previously amended the Declaration of Condominium and Bylaws evidenced by an Amendment to Bylaws of Sunnyside Beach and Tennis Club Condominium Association dated November 3, 1984, and recorded on December 10, 1984, at Book 1004, Page 538, in the Official Records of Bay County, Florida;

WHEREAS, the Association has previously amended the Declaration of Condominium and Bylaws evidenced by an Amendment to Bylaws of Sunnyside Beach and Tennis Club Condominium Association dated October 28, 1989, and recorded on March 20, 1990, at Book 1265, Page 1583, in the Official Records of Bay County, Florida; and

WHEREAS, the Association has previously amended the Declaration of Condominium and Bylaws evidenced by an Amendment to Bylaws of Sunnyside Beach and Tennis Club Condominium Association dated November 18, 2002, and recorded on February 10, 2003, at Book 2231, Page 1259, in the Official Records of Bay County, Florida; and

WHEREAS, the Declaration of Condominium and all amendments thereto are collectively referred to as the "Declaration";

NOW, THEREFORE, pursuant to the Declaration, Bylaws and Chapter 718 of the Florida Statutes, the Association further amends the Bylaws in accordance with instrument to which this Certificate is attached.

IN WITNESS WHEREOF, this Certificate has been executed as of the date and year first set forth above.

DATED the 10 day of January, 2014.

[Signature]
Witness
[Signature]
Witness

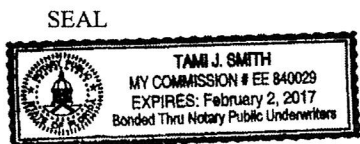
Sunnyside Beach and Tennis Club Condominium Association, Inc.

[Signature]
Lucius Morton, President

STATE OF Florida
COUNTY OF Bay

Before me the undersigned authority personally appeared Lucius D. Morton, President of Sunnyside Beach and Tennis Club Condominium Association, Inc., to me well known, who being first duly sworn, deposes and says on oath he executed the above and foregoing Certificate on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this the 10th day of January, 2014.



[Signature]
Notary Public Signature
Tami J. Smith
Notary Public Printed Name
My Commission Expires: 2/2/2017

PREPARED BY:
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BURKEBLUE
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Panama City, FL 323401
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**Amended and Restated By-Laws
of
Sunnyside Beach and Tennis Club Condominium Association, Inc**

a corporation not for profit
under the laws of the State of Florida

1. **Purpose & Definitions.** These are the By-Laws of Sunnyside Beach and Tennis Club Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida ("Association"). The Association has been organized for the purpose of providing for the operation, management, maintenance, control and administration of Sunnyside Beach and Tennis Condominium, a condominium, created by virtue of that certain Declaration of Condominium originally recorded at Official Records Book 633, Page 535, in the public records of Bay County, Florida, as amended (collectively "Declaration"), and is, with regard to such Condominium, the legal entity responsible for the operation of the Condominium pursuant to Chapter 718, Florida Statutes (as may be amended or superseded) ("Condominium Act"). The term "Board" refers to the board of directors of the Association, which is also sometimes referred to as the board of administration. Except as may otherwise be provided herein, all terms used herein shall have the same meaning as those set forth in the Declaration.

2. **Offices.** The office of the Association shall be at 22400 Front Beach Road, Panama City Beach, Florida.

3. **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

4. **Members' Meetings.** The annual members' meeting shall be held each year on a Saturday during the months of September, October, November or December, at a time and location determined by the Board for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

5. **Special Meetings.** Special meetings shall be held whenever allowed by the Condominium Act or called by the President or Vice President or by a majority of the Board, and must be called by such officers upon receipt of a written request from members holding ten percent (10%) of the voting interests of the entire membership.

6. **Notice.** Notice of all members' meetings stating the time and place shall be given by the President or Vice President or Secretary unless waived in writing. In addition, notice of all special members' meetings shall identify each agenda item for which the meeting is called. Such notice shall be posted at a conspicuous place designated by the Board on the Condominium property at least fourteen (14) continuous days prior to the meeting and shall be in writing to each member at his address last furnished to the Association by the unit owner, or if no address is

given or the owners of the unit do not agree, to the address provided on the deed of record; in lieu of mailing, notice may be hand delivered to a unit owner. Notice shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. For members' meetings at which an election of directors is to be held, the notice requirements set forth in Paragraph 15 of these By-Laws shall apply. An officer of the Association, or the manager or other person providing notice of the Association meeting, must provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association affirming that the notice was mailed or hand delivered in accordance with this provision. Notice of meeting may be waived before the meetings.

6.1 **Notice by Electronic Transmission.** Notwithstanding anything to the contrary elsewhere provided in these bylaws, notice of meetings of the Board, unit owner meetings (except unit owner meetings called to recall board members) and committee meetings may be given by electronic transmission to unit owners who consent to receive notice by electronic transmission. The Association has opted to follow the rules promulgated by the division with regard to electronic transmission; however, the Board may also promulgate regulations to supplement such division rules. The Association shall comply with rules established by the division for voting procedures when electronic transmission is used.

7. **Quorum.** A quorum for members' meetings shall consist of persons holding one third of the voting interests of the entire membership. The acts approved by a majority of the voting interests present at a meeting at which a quorum is present shall constitute the act of the members, except when approval by a greater voting interest is required by the Declaration of Condominium, the Articles of Incorporation of the Association or these By-Laws. In determining whether a quorum is present, proxies may be counted as voting interests present. A voting interest or consent right allocated to a unit owned by the Association may not be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.

8. **Member's Vote.** At any meeting of the members, the owner or owners of each unit shall be entitled to cast one (1) vote for the unit. An owner holding title to more than one (1) unit shall be entitled to cast one (1) vote per unit..

9. **Multiple Ownership.** If a unit is owned by one (1) person or entity, the right to vote on behalf of such unit shall be established by the record title to the unit. If a unit is owned by more than one (1) person, the person or entity entitled to cast the vote for the unit shall be designated by a voting certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. 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 and attested by the Secretary or Assistant Secretary of the corporation. If a unit is owned by a partnership, the person or entity entitled to cast the vote for the unit shall be designated by a voting certificate signed by all general partners of the partnership and filed with the Secretary of the Association. If a unit is owned by a limited liability company, the person or entity entitled to cast the vote for the unit shall be designated by a voting certificate signed by all managers or members, as appropriate and filed with

the Secretary of the Association. Any such certificate shall be valid until revoked or until superseded by a subsequent certificate or a change in the ownership of the unit concerned. If such a certificate is not on file, the vote of such a unit shall not be considered in determining the requirement for a quorum nor for any other purpose except as to spouses as described hereinafter. Notwithstanding the foregoing, no certificate shall be required for a unit owned by a husband and wife, as either spouse may cast the vote for a unit; however, if a dispute exists as to which one may cast the vote for a unit, the vote for that unit shall not be counted.

10. **Proxies.** Votes may be cast in person or by proxy, subject to the following provisions. A proxy may be made or revoked by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meeting thereafter, and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting, provided that in no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

a. Unit owners may not vote by general proxy, but may vote by limited proxy in the following instances:

- (1) to waive financial statement requirements,
- (2) to waive or reduce reserves,
- (3) to amend the Declaration, Articles of Incorporation or the By- Laws,
and
- (4) for any other matter for which the Condominium Act requires a vote by the unit owners.

b. Unit owners may not vote by limited or general proxy in the election of members of the Board.

c. 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.

11. **Lack of Quorum.** If any meeting of members cannot be organized because a quorum is not present, the voting interests who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

12. **Order of Business.** The order of business at annual meetings and as far as practical at other members' meetings shall be:

- a. Election of chairman of meeting.
- b. Call of the roll and certification of proxies and ballots.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.

- e. Report of officers.
- f. Report of committees.
- g. Election of inspectors of an election.
- h. Election of directors.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

13. **Conduct of Meetings.** Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration, and a manner of unit owner participation.

Any unit owner may tape record or videotape a meeting of the unit owners, subject to the rules of the Florida Department of Business and Professional Regulation, Division of Land Sales, Condominiums, and Mobile Homes.

14. **Number of Directors.** The affairs of the Association shall be managed by a Board consisting of seven (7) directors.

15. **Election of Directors.** Election of directors shall be conducted in the following manner:

- a. The election of directors shall be held at the annual members' meeting.
- b. Any unit owner or other eligible person may serve as a director, subject to the following conditions:
 - (i) Co-owners of a unit may not serve as members of the Board at the same time unless they own more than one unit or unless there are not enough eligible candidates to fill vacancies at the time of the vacancy.
 - (ii) Any unit owner desiring to be a candidate for board membership must comply with subparagraph c. below and must be eligible to be a candidate to serve on the Board at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the board.
 - (iii) A person who has been suspended or removed by the division, or who is delinquent in the payment of any monetary obligation due to the Association, is not eligible to be a candidate for board membership and may not be listed on the ballot. A person who has been convicted of any felony in this state or in a United State District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for board membership unless such felon's civil rights have been restored for at least 5 years as of the date such person seeks election to the board. The validity of an action

by the board is not affected if it is later determined that a board member is ineligible for board membership due to having been convicted of a felony.

c. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each unit owner a first notice of the date of the election. The notice shall advise that any unit owner desiring to be a candidate for the Board may give written notice to the Association not less than forty (40) days prior to the scheduled election and that each candidate may submit an information sheet, no longer than 8 ½ inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

d. Not less than thirty (30) days prior to the election meeting, the Association shall mail or deliver to each unit owner a second notice of the date of the election, together with a ballot listing all persons who have timely given notice of their candidacy.

e. The election shall be by secret ballot or voting machine. The owner of each unit shall be entitled to cast a vote for each of as many nominees as there are vacancies to be filled for the directors. There shall be no cumulative voting. In no event shall proxies be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise.

f. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty (20%) per cent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. No unit owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot for the reasons stated in §101.051, Florida Statutes (as may be amended or superseded), may obtain assistance in casting the ballot. Any unit owner violating this provision may be fined by the Association in accordance with §718.303, Florida Statutes (as may be amended or superseded).

g. Notwithstanding the provisions of this paragraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

h. Subject to the provisions of s. 718.301, any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the unit owners to recall a member or members of the Board may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.

(1) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided in this paragraph. The board shall duly notice and hold a board meeting within 5 full business days after the adjournment of the unit owner meeting to recall one or more board members. At the meeting, the board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the Association in their possession, or shall proceed as set forth in subparagraph (3).

(2) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by chapter 48 and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the board within 5 full business days after receipt of the agreement in writing. At the meeting, the board shall either certify the written agreement to recall a member or members of the board, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the Association in their possession, or proceed as described in subparagraph (3).

(3) If the board determines not to certify the written agreement to recall a member or members of the board, or does not certify the recall by a vote at a meeting, the board shall, within 5 full business days after the meeting, file with the division a petition for arbitration pursuant to the procedures in s. 718.1255. For the purposes of this section, the unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the board, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the division may take action pursuant to s. 718.501. Any member or members so recalled shall deliver to the board any and all records of the Association in their possession within 5 full business days after the effective date of the recall.

(4) If the board fails to duly notice and hold a board meeting within 5 full business days after service of an agreement in writing or within 5 full business days after the adjournment of the unit owner recall meeting, the recall shall be deemed effective and the board members so recalled shall immediately turn over to the board any and all records and property of the Association.

(5) If the board fails to duly notice and hold the required meeting or fails to file the required petition, the unit owner representative may file a petition pursuant to s. 718.1255 challenging the board's failure to act. The petition must be filed within 60 days after the expiration of the applicable 5-full-business-day period. The review of a petition under this subparagraph is limited to the sufficiency of service on the board and the facial validity of the written agreement or ballots filed.

(6) If a vacancy occurs on the board as a result of a recall or removal and less than a majority of the board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained in this subsection. If vacancies occur on the board as a result of a recall and a majority or more of the board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the division, which rules need not be consistent with this subsection. The rules must provide procedures governing the conduct of the recall election as well as the operation of the Association during the period after a recall but before to the recall election.

(7) A board member who has been recalled may file a petition pursuant to s. 718.1255 challenging the validity of the recall. The petition must be filed within 60 days after the recall is deemed certified. The Association and the unit owner representative shall be named as the respondents.

(8) The division may not accept for filing a recall petition, whether filed pursuant to subparagraph (1), subparagraph (2), subparagraph (5), or subparagraph (7), and regardless of whether the recall was certified, when there are 60 or fewer days until the scheduled reelection of the board member sought to be recalled or when 60 or fewer days have elapsed since the election of the board member sought to be recalled.

16. Director's Term. Each director shall be a member of the Association; i.e., an owner. Should a unit's recorded ownership records show more than one owner or entity as an owner, only the designated voter for the unit shall be entitled to be a director. Each director shall be elected by the members of the Association to serve a two year staggered term. Such term shall continue until his or her successor is duly elected or qualified or until he or she is removed in the manner elsewhere provided. Three directors will be Class I directors and four directors will be Class II directors. Class I directors will be those directors whose terms expire at the annual owners' meeting to be held in 2011, and who thereafter shall be elected for a two-year term. Class II directors will be those directors whose terms expire at the annual owners' meeting to be held in 2012, and who thereafter will be elected for a two-year term. For the election of directors that is to take place at the annual owners' meeting of 2010, in the event that there are more directors that wish to be designated for a particular Class than are permitted by the Class definitions above, the President shall make the determination as to which director positions are to be Class I or Class II, as may be the case. The members at meetings shall only elect as many directors as are needed to fill the vacancies of those directors whose terms are expiring at the annual meeting. If the number of Board members whose terms expire at the annual meeting equals or exceeds the number of candidates, the candidates become members of the Board effective upon the adjournment of the annual meeting. In such event the remaining vacancies shall be filled by the affirmative vote of the majority of the then existing directors even if such directors constitute less than a quorum or there is only one director. A vacancy occurring which leaves an unexpired term shall be filled by the then existing directors by appointment for the unexpired term.

16.1 **Directors' Certifications.** Within 90 days after being elected or appointed to the Board, each newly elected or appointed director shall certify in writing to the secretary of the Association that he or she has read the Association's declaration of condominium, articles of incorporation, bylaws, and current written policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members. In lieu of this written certification, within 90 days after being elected or appointed to the Board, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum administered by a division-approved condominium education provider within 1 year before or 90 days after the date of election or appointment. The written certification or educational certificate is valid and does not have to be resubmitted as long as the director serves on the Board without interruption. A director who fails to timely file the written certification or educational certificate is suspended from service on the Board until he or she complies with this sub-subparagraph. The Board may temporarily fill the vacancy during the period of suspension. The secretary shall cause the Association to retain a director's written certification or educational certificate for inspection by the members for 5 years after a director's election or the duration of the director's uninterrupted tenure, whichever is longer. Failure to have such written certification or educational certificate on file does not affect the validity of any Board action.

16.2 **Challenge to Director Election.** Any challenge to the election process must be commenced within 60 days after the election results are announced.

17. **Directors' Organizational Meeting.** The organizational meeting of a newly-elected Board shall be held within ten (10) days of their election at such place and time as shall be affixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary. The officers of the Board shall be elected at the organizational meeting, except for vacancies occurring during the term of their office.

18. **Regular Meetings.** Regular meetings of the Board 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 shall be given to each director, personally or by mail, telephone, telegraph or facsimile transmission at least three (3) days prior to the day named for such meeting.

19. **Special Meetings.** Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-fourth (1/4) of the directors. Not less than three (3) days notice of the meeting shall be given to each director personally or by mail, telephone, telegraph or facsimile transmission, which notice shall state the time, place and purpose of the meeting.

20. **Notice of Meetings of the Board.** Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium property at least forty-eight (48) continuous hours preceding the meeting except in an emergency. The Board shall, by rule, after notice to the unit owners, designate a specific location

on the Condominium property upon which all notices of meetings shall be posted. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one(1) of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Written notice of any meeting at which non-emergency special assessments, or at which an amendment to rules regarding use of units will be proposed, discussed or approved, shall be mailed or delivered to the unit owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with the fourteen (14) day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessment. Meetings of a committee that do not take final action on behalf of the board or make recommendations to the board regarding the Association budget are exempted from the requirement to provide adequate notice of such committee meetings to all unit owners or to post such notice conspicuously on the Condominium property.

21. **Open Meetings and Records.** Meetings of the Board and any committee thereof at which a quorum of the members of that committee is present, shall be open to all unit owners, except that the following meetings are not open to unit owners:

a. Meetings between the board or a committee and the Association's attorney with respect to proposed or pending litigation, if the meeting is held for the purpose of seeking or rendering legal advice; or

b. Board meetings held for the purpose of discussing personnel matters. Minutes of all meetings of the members and of the Board shall be kept in a book available for inspection by unit owners or their authorized representatives, and Board members at any reasonable time. Minutes of those portions of meetings which are not open to members may be maintained in a separate book of minutes that are not a part of the Official Records of the Association that are open to unit owners. Minutes shall be retained for a period of not less than seven (7) years.

22. **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

23. **Quorum.** A quorum at directors' meetings shall consist of a majority of the Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation of the Association and these By-Laws.

24. **Adjourned Meetings.** If at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

25. **Director Action.**

a. *Joinder in Meeting by Approval of Minutes.* The joinder of a director in the action of the Board at a meeting by signing or otherwise concurring in the minutes of that meeting shall constitute the presence of such director at such meeting; however, it shall not constitute the presence of such director for the purpose of determining a quorum.

b. *Presumption of Consent.* A director of the Association who is present at a meeting of the Board at which action on any Association matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board meetings. A vote or abstention for each Board member present shall be recorded in the minutes.

26. **Presiding Officer.** The presiding officer at directors meetings shall be the chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

27. **Order of Business.** The order of business at a directors meeting shall be:

- a. Calling of roll.
- b. Proof of due notice of meeting.
- c. Reading and disposal of any unapproved minutes.
- d. Report of officers and committees.
- e. Unfinished business.
- f. New business.
- g. Adjournment.

28. **Directors Compensation.** Directors fees or other compensation, if any, shall be determined by a majority of the voting interests. Directors may be reimbursed for expenses.

29. **Powers and Duties of the Board.** All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, the Articles of Incorporation of the Association and these By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees subject only to the approval by the voting interests when such approval is specifically required. These powers shall specifically include, but not be limited to the following:

a. To levy upon the members monthly and other assessments as are necessary for anticipated current operating expenses and for all of those unpaid operating expenses periodically incurred and payable in advance. The Board may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any necessary additional expenses, but said increase can only be made in the proportion established in the Declaration of Condominium.

b. To use and to expend the assessments collected to maintain, care for and preserve the condominium units, the common elements, the limited common elements and the condominium property (other than the interiors of the condominium units which are to be maintained, cared for and preserved by the individual condominium unit owners.)

c. To pay taxes and assessments levied and assessed against any real property the corporation might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance care and preservation.

d. To enter into and upon the condominium units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation. For the purpose of preservation, care and restoration of the condominium property, each owner of a condominium unit grants a perpetual easement in the event of an emergency to the then existing Board or its duly authorized agents to enter into his condominium unit at any reasonable time (or at any unreasonable time if the necessities of the situation should require.)

e. To repair and replace common element and limited common element facilities, machinery and equipment.

f. To insure and keep insured the owners against loss from public liabilities and to carry such other insurance as the Board may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declaration of Condominium.

g. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin and seek damages from unit owners for violations of the Declaration of By-Laws or Rules and Regulations adopted by the Board.

h. The Association may enter into a contract with any person, firm or entity for the operation, maintenance or repair of the condominium property. However, any such contract shall not be in conflict with the powers and duties of the Association or the rights of unit owners as provided in the Condominium Act and these enabling documents.

i. To make, amend and repeal Rules and Regulations governing the operation, maintenance and management of the condominium, including without limitation, the use and occupancy of the units by the members, the use of the common elements.

j. To convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

30. **Officers.** The executive officers of the Association shall be a President, a Vice President, a Treasurer, a Secretary (each of whom shall be a director), and an Assistant Secretary,

all of whom shall be elected annually by the Board and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be necessary or convenient to manage the affairs of the Association.

31. **President.** The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as the President, in the President's discretion, may determine appropriate, to assist in the conduct of the affairs of the Association.

32. **Vice President.** The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

33. **Secretary.** The Secretary shall keep the minutes of all proceedings of the directors and the members in a businesslike manner and available for inspection by unit owners and directors at all reasonable times. The Secretary shall attend to the giving and serving of all notices to the members and directors and other notices required by law. The Secretary shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

34. **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices; he shall submit Treasurer's reports to the Board at reasonable intervals; he shall make the Treasurer's records available for inspection by directors or members at reasonable times; and he shall perform all other duties incident to the office of Treasurer.

35. **Officer Compensation.** The compensation of all officers and employees of the Association shall be fixed by the Board. The provision that directors fees shall be determined by a majority of voting interests of the Association shall not preclude the Board from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Condominium, the Association or any portions of the Condominium property.

35.1 **Director or Officer Delinquencies.** A director or officer more than 90 days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

36. ***Fiscal Management.*** Provisions for the fiscal management of the Association as set forth in the Declaration of Condominium, the Articles of Incorporation and the Condominium Act shall be supplemented by the following provisions:

a. *Budget Meeting.*

1. Any meeting at which a proposed annual budget of the Association will be considered by the Board or unit owners shall be open to all unit owners. At least 14 days prior to such a meeting, the Board shall hand deliver to each unit owner, mail to each unit owner at the address last furnished to the Association by the unit owner, or electronically transmit to the location furnished by the unit owner for that purpose a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the official records of the Association.

2.(a) If the Board adopts in any fiscal year an annual budget which requires assessments against unit owners which exceed 115 percent of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the unit owners to consider a substitute budget if the Board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the Board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the Association. Unit owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests unless the bylaws require adoption by a greater percentage of voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

(b) Any determination of whether assessments exceed 115 percent of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the condominium property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the condominium property.

b. *Annual Budget.*

1. The proposed annual budget of estimated revenues and expenses must be detailed and must show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in s. 718.504(21). If any of the expenses listed in s.

718.504(21) are not applicable, they need not be listed. As long as the Board elects to operate a rental program for units in the Condominium the costs and expenses relating to the operation of the rental program shall be considered common expenses and shall be included in the annual budget, and such expenses shall include but not be limited to the following:

- I) Cost of personnel required to service the program;
- ii) Maid service;
- iii) Telephone expenses;
- iv) Advertising;
- v) Insurance;
- vi) Supplies;
- vii) Furnishings; and
- viii) Related expenses.

2. In addition to annual operating expenses, the budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts must include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item that has a deferred maintenance expense or replacement cost that exceeds \$10,000. The amount to be reserved must be computed using a formula based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. This subsection does not apply to an adopted budget in which the members of an Association have determined, by a majority vote at a duly called meeting of the Association, to provide no reserves or less reserves than required by this subsection. If a meeting of the unit owners has been called to determine whether to waive or reduce the funding of reserves, and no such result is achieved or a quorum is not attained, the reserves included in the budget shall go into effect.

3. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and may be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the Association.

4. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

c. *Assessments.* The power and authority to make and collect assessments of all kinds is vested in the Board of the Association. In any event, the Board may propose a budget to the owners

at a meeting of the members or in writing; and if the budget, as proposed or amended by unit owners, is duly approved by the voting interests attending the meeting or by a majority of all voting interests in writing, the budget shall be adopted without further action of the Board. If at the meeting of unit owners called for the purpose of considering a budget a quorum is not attained or a budget is not adopted by the unit owners, the budget proposed by the Board shall be deemed adopted as the annual budget of the Association without further action of the Board. The annual budget shall be in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The Board may determine to collect the annual assessment on a monthly or quarterly basis. Monthly collections shall be due in equal monthly installments on the first day of each month of the year for which the assessments are made. Quarterly collections shall be due in equal quarterly installments on the first day of each calendar quarter of the year for which the assessments are made. Nothing in this paragraph shall preclude the right of the Association to accelerate assessments of an owner delinquent in payment of an assessment. Unless an accelerated assessment is otherwise noticed as to due date, an accelerated assessments shall be due and payable on the date a claim of lien is filed for its collection. An accelerated annual assessment shall include the amounts due for the remainder of the budget year in which the claim of lien was filed. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior, annual, assessment, and monthly installments of such assessments shall be due on the first day of each month of the year until changed by an amended assessment. In the event the annual assessment shall be insufficient in the judgment of the Board, the Board shall have the authority to amend the budget and may make amended assessments for the balance of the year in sufficient amounts to meet the expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increases for the year shall be subject to approval of the membership of the Association as previously required in these By-Laws.

d. *Notice of Meetings Where Assessments Are To Be Considered.* Notice of any meeting in which regular or special assessments against unit owners are to be considered for any reason must specifically state that assessments will be considered and provide the nature, estimated cost, and description of the purposes for such assessments. Compliance with the requirements of subparagraph 36 a. above, Budget Meeting, shall be deemed compliance with the requirements of this subparagraph as regards regular assessments, also referred to as annual assessments.

37. *Special Assessments.* Assessments for expenses that cannot be paid from the annual assessment for common expenses shall be made only after notice of the need for such is given to the members of the Association. After such notice and upon the vote of the Board, the assessment shall be effective, and shall be paid in such manner as the Board may require in the notice of assessment.

37.1 *Suspension of Use of Common Elements.* For a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other Association Property may be suspended for failure to comply with any provision of the Declaration, the Association bylaws, or reasonable rules of the Association. This

paragraph does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators.

38. **Depository.** The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board. The monies from such accounts shall be withdrawn only by checks signed by such persons as are authorized by the directors.

39. **Parliamentary Rules.** Roberts1 Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Condominium Act, the Declaration of Condominium, the Articles of Incorporation of the Association or these By-Laws.

40. **Official Records.**

a. From the inception of the Association, the Association shall maintain each of the following items, if applicable, which constitutes the official records of the Association:

(1) A copy of the plans, permits, warranties, and other items provided by the developer pursuant to s. 718.301(4).

(2) A photocopy of the recorded declaration of condominium of each condominium operated by the Association and each amendment to each declaration.

(3) A photocopy of the recorded bylaws of the Association and each amendment to the bylaws.

(4) A certified copy of the articles of incorporation of the Association, or other documents creating the Association, and each amendment thereto.

(5) A copy of the current rules of the Association.

(6) A book or books that contain the minutes of all meetings of the Association, the Board, and the unit owners, which minutes must be retained for at least 7 years.

(7) A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and facsimile numbers of unit owners consenting to receive notice by electronic transmission. The electronic mailing addresses and facsimile numbers are not accessible to unit owners if consent to receive notice by electronic transmission is not provided in accordance with subparagraph c.(5). However, the Association is not liable for an inadvertent disclosure of the electronic mail address or facsimile number for receiving electronic transmission of notices.

(8) All current insurance policies of the Association and condominiums operated by the Association.

(9) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the unit owners have an obligation or responsibility.

(10) Bills of sale or transfer for all property owned by the Association.

(11) Accounting records for the Association and separate accounting records for each condominium that the Association operates. All accounting records must be maintained for at least 7 years. Any person who knowingly or intentionally defaces or destroys such records, or who knowingly or intentionally fails to create or maintain such records, with the intent of causing harm to the Association or one or more of its members, is personally subject to a civil penalty pursuant to s. 718.501(1)(d). The accounting records must include, but are not limited to:

a) Accurate, itemized, and detailed records of all receipts and expenditures.

b) A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.

c) All audits, reviews, accounting statements, and financial reports of the Association or condominium.

d) All contracts for work to be performed. Bids for work to be performed are also considered official records and must be maintained by the Association.

(12) Ballots, sign-in sheets, voting proxies, and all other papers relating to voting by unit owners, which must be maintained for 1 year from the date of the election, vote, or meeting to which the document relates, notwithstanding paragraph b.

(13) All rental records if the Association is acting as agent for the rental of condominium units.

(14) A copy of the current question and answer sheet as described in s. 718.504.

(15) All other records of the Association not specifically included in the foregoing which are related to the operation of the Association.

(16) A copy of the inspection report as described in s. 718.301(4)(p).

b. The official records of the Association must be maintained within the state for at least 7 years. The records of the Association shall be made available to a unit owner within 45 miles of the condominium property or within the county in which the condominium property is located within 5 working days after receipt of a written request by the Board or its designee. This paragraph may

be complied with by having a copy of the official records of the Association available for inspection or copying on the condominium property or Association property, or the Association may offer the option of making the records available to a unit owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association is not responsible for the use or misuse of the information provided to an Association member or his or her authorized representative pursuant to the compliance requirements of this chapter unless the Association has an affirmative duty not to disclose such information pursuant to this chapter.

c. The official records of the Association are open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the member. The Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying. The failure of an Association to provide the records within 10 working days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this paragraph. A unit owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply. Minimum damages are \$50 per calendar day for up to 10 days, beginning on the 11th working day after receipt of the written request. The failure to permit inspection entitles any person prevailing in an enforcement action to recover reasonable attorney fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records. Any person who knowingly or intentionally defaces or destroys accounting records that are required by this chapter to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the Association or one or more of its members, is personally subject to a civil penalty pursuant to s. 718.501(1)(d). The Association shall maintain an adequate number of copies of the declaration, articles of incorporation, bylaws, and rules, and all amendments to each of the foregoing, as well as the question and answer sheet as described in s. 718.504 and year-end financial information required under this section, on the condominium property to ensure their availability to unit owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the documents. An Association shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the member or his or her authorized representative with a copy of such records. The Association may not charge a member or his or her authorized representative for the use of a portable device. Notwithstanding this paragraph, the following records are not accessible to unit owners:

(1) Any record protected by the lawyer-client privilege as described in s. 90.502 and any record protected by the work-product privilege, including a record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or

which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

(2) Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a unit.

(3) Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an Association employee or management company, or budgetary or financial records that indicate the compensation paid to an Association employee.

(4) Medical records of unit owners.

(5) Social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a unit owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the Association to fulfill the Association's notice requirements. Notwithstanding the restrictions in this subparagraph, an Association may print and distribute to owners a directory containing the name, address and telephone number of each owner. However, an owner may exclude his or her telephone number from the directory by so requesting in writing to the Association. The Association is not liable for the inadvertent disclosure of information that is protected under this subparagraph if the information is included in an official record of the Association and is voluntarily provided by an owner and not requested by the Association.

(6) Electronic security measures that are used by the Association to safeguard data, including passwords.

(7) The software and operating system used by the Association which allow the manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

d. The Association shall prepare a question and answer sheet as described in s. 718.504, and shall update it annually.

e. Limitations.

(1) The Association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the condominium or the Association other than information or documents required by law to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner for providing good faith responses to requests for information by or on behalf of a prospective

purchaser or lienholder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the response.

(2) An Association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy."

41. **Financial Reporting.** The Association shall comply with the financial reporting requirements of §718.111(13), Florida Statutes (as may be amended or superseded), and any provisions of the Florida Administrative Code relating thereto.

42. **Fidelity Bonding.** The Association shall obtain and maintain fidelity bonding of all persons who control or disburse funds of the Association. As used in this section, the term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding. The insurance policy or fidelity bond must cover the minimum funds that will be in the custody of the Association or its management agent at any one time.

42.1 **Life Safety Code Compliance.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Condominium units to the applicable Condominium fire and life safety code.

43. **Fines.** In addition to all remedies provided in the Declaration of Condominium, the Articles of Incorporation or these By-Laws, the Board may, upon reasonable notice of not less than fourteen (14) days and an opportunity for hearing before a committee of other unit owners established by the Board, fine and charge any offending member a sum not to exceed One Hundred Dollars (\$100.00) for each infraction of the provisions of said Declaration, Articles, By-Laws or Rules and Regulations of the Association. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall, in the aggregate, exceed One Thousand Dollars (\$1,000.00).

The Notice shall include the following:

- a. A statement of date, time and place of hearing;
- b. A statement of provisions allegedly violated (Declaration, By-Laws, Rules);
and
- c. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written or oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. The fine may only be levied if approved by the committee. No fines shall become a lien

against the unit. The provisions of this paragraph shall not apply to unoccupied units.

44. **Unit Owner Inquiries.** When a unit owner files a written inquiry by certified mail with the Board, the Board shall respond to the unit owner within 30 days of receipt of the inquiry. The Board shall give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the Board requests advice from the division, the Board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquiry. 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 inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.

45. **Transfer Fee.** The Association may charge a transfer fee, not exceeding \$100 per applicant, in connection with the sale, mortgage, lease, sublease, or other transfer of a unit provided that the Board determines that such transfer(s) must be approved and authorizes such fee by the adoption of a regulation to that effect. With respect to such fee, husband/wife or parent/dependent child, are considered one applicant. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. The foregoing notwithstanding, the Board is authorized to include in its regulation a provision that a prospective lessee place a security deposit, in an amount not to exceed the equivalent of 1 month's rent, into an escrow account maintained by the Association. The security deposit shall protect against damages to the common elements or Association property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in part II of chapter 83.

46. **Amendments.** In addition to any other method provided under the Declaration or the Articles of Incorporation, these By-Laws may be amended in the following manner:

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

b. The affirmative vote of a majority of the total voting interests of the Association is required for passage.

c. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text and underlined, and any words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

"Substantial rewording of By-Law. See By-Law # for present text."

Non-material errors or omissions in the amendment process shall not invalidate an otherwise promulgated amendment.

47. *Alternate Dispute Resolution; Voluntary Mediation; Mandatory Non-Binding Arbitration, Voluntary Arbitration.*

a. Definitions: As used in this section, the term "dispute" means any two or more parties that involves:

- (1) The authority of the Board under any law or Association document to:
 - a) Require any owner to take any action, or not to take any action, involving that owner's unit.
 - b) Alter or add to a common area or element.
- (2) The failure of the Board, when required by law or an Association document to:
 - a) Properly conduct elections.
 - b) Give adequate notice of meetings or other actions.
 - c) Properly conduct meetings.
 - d) Allow inspection of books and records.

"Dispute" does not include any disagreement that primarily involves title to any unit or common element, the interpretation or enforcement of any warranty, or the levy of a fee or assessment, or the collection of any assessment levied against a unit.

b. *Dispute Procedure:* Internal disputes between owners, or the Association and an owner, shall be submitted to the Florida Department of Business and Professional Regulation, Division of Land Sales, Condominiums, and Mobile Homes, for non-binding arbitration according to § 718.125 5, Florida Statutes (as may be amended or superseded), and the rules promulgated by the Division and in effect at the time of the dispute.

48. *Execution and Recording.* A copy of each amendment shall be attached to or incorporated in a certificate certifying that the amendment was duly adopted as an amendment of the Declaration or By-Laws, which certificate shall be executed by an officer of the Association with the formalities of a deed. The amendment shall be valid and effective when such certificate, with a copy of the amendment attached thereto or incorporated therein, is recorded in the Public Records of Bay County, Florida.