

This instrument prepared by:
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AMENDED AND RESTATED

BYLAWS

OF

BIRD BAY NORTH CONDOMINIUM ASSOCIATION, INC.

"A corporation not for profit under the laws of the State of Florida"

WHEREAS, the original Declaration of Condominium of BIRD BAY VI, a condominium, was recorded in Official Records Book 1800, Page 1808, et seq., of the Public Records of Sarasota County, Florida (Declaration), and

WHEREAS, there has been no amendments to the Bylaws as reflected by an instrument recorded in the public records, and

WHEREAS, a significant package of amendments were recently approved by an affirmative vote of not less than a majority (50%) of the votes of the entire membership of the Association, at a members' meeting held on the 22 day of MARCH, 2017.

NOW, THEREFORE, Bird Bay North Condominium Association, Inc., does hereby amend and restate the Bylaws of Bird Bay North Condominium Association, Inc., for the purpose of integrating all of the provisions of the Bylaws, together with recently adopted amendments and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the condominium property and binding on all existing and future owners, and all others having an interest in the condominium lands or occupying or using the condominium property.

(Substantial Rewrite of the Bylaws. See the Original Bylaws and Prior Amendments for Current Text.)

ARTICLE 1 IDENTITY

1.1 Identity. These are the Bylaws of Bird Bay North Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida (herein called the "Association"), the Articles of Incorporation of which were originally filed in the office of the Secretary of State of Florida on August 15, 1984. The Association has been organized pursuant to the Florida Statutes, for the purpose of administering, operating and managing Bird Bay VI, a condominium (herein the "condominium"), which is located upon certain lands in Sarasota County, Florida.

1.2 Office. The Association's office shall be c/o Argus Management of Venice, Inc., 181 Center Rd., Venice, FL, Sarasota County, Florida, 34285, or such other place as designated by the Board of Directors.

1.3 Fiscal Year. The Association's fiscal year shall be the calendar year.

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

ARTICLE 2 MEMBERS' MEETINGS

2.1 Annual Members' Meeting. The annual member's meeting shall be held at the corporation's office or such other place as may be stated in the notice. The meeting shall be held at a time, date and place as set at the Board of Director's discretion for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday. The members shall meet at least once in each calendar year.

2.2 Special Member's Meeting. A special members' meeting shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast thirty percent (30%) of the votes of the entire membership. A special members' meeting to recall one or more directors on the Board may be called by at least ten percent (10%) of the unit owners giving notice of the meeting as required for a members' meeting, which notice must state the purpose of the meeting. No business shall be transacted at the special members' meeting unless it is within the purpose(s) stated in the meeting's notice. Special meetings as regard budgetary matters shall be called as required by Chapter 718, Florida Statutes.

2.3 Notice of Meetings. Notice of members' meetings stating the time, and place, identification of agenda items and the objects for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the Association's books shall be mailed not less than 14 days nor more than 60 days prior to the meeting date. Notice may also be provided by electronic transmission so long as the unit owner provides the Association with a signed written consent to receive notice by this method. Each member bears the responsibility of notifying the Association of any change of address. Proof of such mailing shall be given by an affidavit signed by the person giving the notice. Notice will also be given by posting a copy of the notice at a conspicuous place on the condominium property at least 14 continuous days prior to the date of the meeting. Notice of specific meetings may be waived before or after the meeting and the attendance of any member shall constitute that member's waiver of notice of the meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.4 Quorum. A quorum at a members' meeting shall consist of not less than one-third (1/3rd) of the condominium units. All decisions at a members' meeting shall be made by a majority of the units represented at a meeting at which a quorum is present, except when approval by a greater number of members is required by the Declaration, the Articles of Incorporation or these Bylaws. Any unit owned by the Association shall not be considered for purposes of establishing a quorum, casting a ballot in the election of directors, voting, or for providing a consent.

2.5 Voting.

a. In any members' meeting the unit owners shall be entitled to cast one vote for each unit, unless the decision to be made is elsewhere required to be determined in another manner.

b. The unit's vote is not divisible. If one natural person owns a unit, individually or as trustee, his right to vote shall be established by the record title to the unit. If two or more persons own a unit jointly, that unit's vote may be cast by any of the owners. If two or more unit owners do not agree among themselves how their one vote shall be cast, that vote shall not be counted. If a unit is owned by a corporation, any officer may vote on behalf of said corporation. If a unit is owned by a partnership, any partner may vote on behalf of the partnership. If a unit is owned in trust, the trustee or any beneficiary of a trust shall be entitled to vote. Any person asserting the right to vote on behalf of said unit may cast a vote, unless the unit has filed voting

instructions with the Association designating some other person entitled to vote. Voting certificates are not necessary.

c. The right to vote may be denied if there remains on the unit unpaid assessments delinquent for 90 days or more from their due date.

2.6 Proxies. Votes may be cast in person or by proxy. Unit owners shall not vote by general proxy but may vote by limited proxy, except as provided in the Florida Condominium Act. Any person who has reached his majority may be named a proxy. A person named a proxy need not be a unit owner. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Association's Secretary before the appointed meeting time or any adjournment of the meeting. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. An executed photographic, photo static, facsimile, pdf format, electronically transmitted or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his proxy.

Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; to waive financial statement requirements; to amend the Declaration; to amend the Articles of Incorporation or Bylaws; and for any other matter for which the Florida Condominium Act requires or permits a unit owner vote. Proxies shall not be used in electing the Board of Directors.

2.7 Adjourned Meetings. If any members' meeting cannot be organized because a quorum is not in attendance, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Notice of the newly scheduled meeting need not be given in the manner required in Article 2.3 above so long as the time, date and place of the reconvened meeting is announced at the adjourned meeting.

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

- a. Call for ballots not yet cast to be collected.
- b. Election of directors.
- c. Election of inspectors of election.
- d. Election of chairman of the meeting.
- e. Calling of the roll and certifying of proxies.
- f. Proof of notice of meeting or waiver of notice.
- g. Reading and disposal of any unapproved minutes.

- h. Reports of officers.
- i. Reports of committees.
- j. Unfinished business.
- k. New business.
- l. Adjournment.

This order of business may be waived in whole or in part at the President's direction or by the Chairperson.

2.9 Minutes of Meeting. All member meeting minutes shall be kept available for inspection by unit owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

2.10 Unit Owner Rights. Unit owners shall have the right:

a. To participate in members' meetings with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner participation. A unit owner does not have the right to speak with respect to items not specifically designated on the agenda; however, the Board may permit a unit owner to speak on such items.

b. To tape, record or videotape a members' meeting subject to rules as promulgated by the Board of Directors.

ARTICLE 3 BOARD OF DIRECTORS

3.1 Directors. The Board of Directors shall consist of at least three (3) and not more than five (5) directors. The determination regarding the number of directors to serve on the Board shall be made by the Board of Directors at least 60 days prior to the annual members' meeting at which the election of directors will occur and if the number is not timely changed, then it remains the same as for the prior year.

3.2 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Directors shall be a member, a member's spouse or a member's significant other. Co-owners of a unit may not serve as directors at the same time unless they own more than one unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy.

3.3 Staggered Board Terms. The Board of Directors terms are staggered with each director serving a two (2) year term. Staggering occurs

in the following fashion when there exists a five (5) member Board, (and this staggering process may be adjusted accordingly for a smaller Board) with three (3) directors elected in odd-numbered years and two (2) directors elected in even numbered years. All directors shall serve two year terms, provided, however, that either the Board of Directors or the membership shall have the authority to temporarily assign a one year term to one or more director positions if necessary to re-implement a scheme of staggering the Board to promote continuity of leadership.

3.4 Election of Directors. The election of directors shall be held at the annual members' meeting and the election procedures shall occur as required by the Florida Condominium Act and the Administrative Code.

3.5 Director Certification. Within ninety (90) days after being elected or appointed to the Board, each newly elected or appointed director shall certify in writing to the Association's Secretary that he has read the Association's Declaration, Articles of Incorporation, Bylaws, and current written policies; that he will work to uphold such documents and policies to the best of his ability; and that he will faithfully discharge his fiduciary responsibility to the Association's members. In lieu of this written certification, within ninety (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 one (1) year before or ninety (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 complies with this subparagraph.

3.6 Organizational Board Meeting. The newly-elected Board of Directors' organizational meeting shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected.

3.7 Regular Board Meetings. Regular Board meetings may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Regular meeting notice (except for the meeting at which the annual budget is adopted) shall be given to each director, personally or by mail, telephone, electronic transmission, facsimile, or telegraph, at least forty-eight (48) hours prior to the meeting's starting time. The notice shall state the meeting's time, place and purpose.

3.8 Special Board Meetings. Special Board meetings may be called by the President and must be called by the Secretary at the written request of at least one-third of the directors. Special meeting notice (except for any

meeting at which the annual budget is adopted and except for an emergency) shall be given personally or by mail, telephone, electronic transmission, facsimile, or telegraph, at least forty-eight (48) hours prior to the meeting's starting time. The notice shall state the meeting's time, place and purpose.

3.9 Removal of Directors. Any director may be removed by the membership's majority vote cast at a special members' meeting called for that purpose, or by a written agreement. The Board vacancy created at that member's meeting shall be filled by vote of the Association members at the members' meeting. The question shall be determined separately as to each director to be removed. If a special members' meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated signature list, stating the meeting's purpose. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that the meeting notice is given. A written agreement for recall of a director shall not be valid for more than one hundred twenty (120) days after it has been signed by the member. The written agreement method for recalling a director shall be conducted in the manner set forth in the Florida Condominium Act and the Administrative Code.

3.10 Resignations. Any director may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from that date unless withdrawn. The resignation's acceptance shall not be required to make it effective. The conveyance of all units owned by any director shall constitute that director's resignation without need for a written resignation. The non payment of assessments by a director for more than ninety (90) days shall constitute a resignation without need for a written resignation. The absence from three (3) consecutive Board meetings without a valid excuse shall also constitute a resignation of that director without need for a written resignation.

3.11 Vacancy and Replacement. If a director's term becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special Board meeting duly called for this purpose, shall choose a successor, who shall hold office for the unexpired term in respect to that vacant Board seat.

3.12 Unit Owner's Rights. Unit owners have the right:

a. To attend all Board and committee meetings at which a quorum of the Board or committee members are present. Unit owners may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to otherwise in advance of the meeting by the Board. A unit owner has the right to speak with respect to items specifically

designated on the agenda; however, the Board may permit a unit owner to speak on items not specifically designated on the agenda. The Association may adopt reasonable rules governing the frequency, duration and manner of unit owner statements at Board and committee meetings. Board meetings subject to the attorney-client privilege shall not be subject to unit owner observation.

b. To tape record or video tape Board meetings subject to rules as promulgated by the Board of Directors.

c. To place an item on the Board meeting agenda by presenting the Board with a petition signed by not less than twenty (20%) percent of the voting interest. The Board shall hold a Board meeting within sixty (60) days of receipt of the petition and place the item for discussion on the Board meeting's agenda.

3.13 Notice of Board Meetings to Unit Owners. Written notice of Board meetings to unit owners is required for:

a. Board of Director's Meetings. Board meeting notices shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. Any item not included on the notice may be acted upon on an emergency basis by a vote of at least a majority plus one of the Board members. Such emergency action shall be noticed and ratified at the next regular Board meeting.

b. Meeting to Adopt Annual Budget. The members must be given written notice of the time and place of the Board meeting at which the Board will consider the annual budget. A copy of the proposed annual budget of common expenses and proposed assessments must be mailed to the members not less than fourteen (14) days prior to such meeting, together with the written notice of such meeting. The meeting shall be open to the unit owners.

c. Special Assessment or Rule Adoption Meeting. Written notice of any Board meeting at which special assessments, or at which amendments to Rules regarding unit use will be considered 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 this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the Association's official records. The special assessment notice shall state that assessments will be considered, the assessment's purpose, the estimated cost for the project and a description of the work to be performed.

3.14 Waiver of Notice. Any director may waive notice of a meeting to which he is entitled before or after the meeting and such waiver shall be deemed the equivalent to the giving of notice to such director.

3.15 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board. Members of the Board may participate in a meeting of the Board by means of a conference telephone, real time video conferencing, or similar real time electronic or video communication, communications equipment by which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting. A speaker must be used at the physical meeting locale so that the conversation may be heard by those attending the meeting in person. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Florida Condominium Act, the Declaration, the Articles of Incorporation or these Bylaws.

3.16 Adjourned Meetings. If at any Board meeting there is less than a quorum present, the majority of directors 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.

3.17 Presiding Officer. The presiding officer at the Board meetings shall be the President. In the absence of the presiding officer the directors present shall designate another director to preside.

3.18 Order of Business. The order of business at Board meetings shall be:

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

3.19 Compensation. Directors shall receive no compensation for their services.

3.20 Director Vote. Directors may not vote at Board meetings by proxy. Directors may vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the

minutes. A director who abstains from voting is assumed to have taken no position on the issue.

3.21 Minutes of Meetings. All Board meeting minutes shall be kept available for inspection by unit owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

3.22 Committees. The Board of Directors may by resolution create committees and may invest in these committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members, and designate the chairpersons of each committee.

a. Budget Committee; Committees Authorized to Take Final Action.

Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association's budget, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the unit owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

ARTICLE 4

BOARD OF DIRECTOR POWERS AND DUTIES

4.1 Powers and Duties of the Board of Directors. All of the Association's powers and duties existing under the Florida Condominium Act, the Declaration, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required.

a. Operating and maintaining the common elements, limited common elements and Association property.

b. Determining the common expenses required for the operation of the condominium and the Association.

c. Collecting the assessments for common expenses from unit owners.

d. Employing and dismissing the personnel necessary for the common element maintenance and operation.

e. Adopting and amending rules and regulations concerning the condominium property's operation and use.

f. Maintaining accounts at depositories on the Association's behalf.

g. Purchasing, leasing or otherwise acquiring units or other property in the Association's name, or its designee.

h. Purchasing units at foreclosure or other judicial sales, in the Association's name, or its designee.

i. Selling, leasing, mortgaging or otherwise dealing with units acquired, and subleasing units leased, by the Association, or its designee.

j. Obtaining and reviewing insurance for the condominium property.

k. Making repairs, additions and improvements to, or alterations of, the condominium property, and repairs to and restoration of the condominium property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

l. Enforcing unit owner obligations, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the condominium's sound management.

m. Purchasing or leasing units for use by resident superintendents, managers or other similar persons.

n. Borrowing money on the condominium's behalf when required in connection with the common elements' operation, care, upkeep and maintenance or the acquisition of property, and granting mortgages and/or security interests in Association owned property.

o. Contracting for the condominium property's management and maintenance and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of common element Rules and maintenance, repair, and replacement with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Act, including, but not limited to, the making of assessments, promulgation of Rules and execution of contracts on the Association's behalf.

p. All contracts for the purchase, lease or rental of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding five (5%) percent of the Association's total annual budget (except for contracts with Association employees, management firms, attorneys, accountants, architects, engineers, or landscape architects), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.

q. At its discretion, authorizing unit owners or other persons to use portions of the common elements for private parties and gatherings and imposing reasonable charges for such private use.

r. Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation, not for profit.

s. Imposing a lawful fee in connection with the approval of a unit's transfer, lease, sale or sublease, not to exceed the maximum amount permitted by law in any one case.

t. Adopting hurricane shutter specifications for the condominium, which shall include color, style, and other factors, deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve hurricane shutter installation or replacement conforming to the specifications adopted by the Board.

u. 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.

v. To approve or disapprove the transfer, mortgage and ownership of units in the condominium.

w. To acquire or enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in real and personal property, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the condominium's lands, intended to benefit the unit owners, to declare expenses in connection therewith to be common expenses, and to adopt covenants and restrictions relating to the use thereof.

x. To enforce by legal means the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Bylaws and the Rules and Regulations.

ARTICLE 5 EMERGENCY BOARD POWERS

5.1 Emergency Board Powers. In the event of any "emergency" as defined in Section 5.1(g) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 718.1265, 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

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

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

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

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

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

f. These emergency Bylaws shall supersede any inconsistent or contrary Bylaw provisions during the emergency period.

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

1. a state of emergency declared by local civil or law enforcement authorities;

2. a hurricane warning;
3. a partial or complete evacuation order;
4. federal or state "disaster area" status; or
5. a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the condominium's physical existence, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

5.2 Emergency Defined. An "emergency" also exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled due to the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) directors, or by the President, that an emergency exists shall have presumptive quality.

ARTICLE 6 OFFICERS

6.1 Executive Officers. The Association's executive officers shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board and shall serve at the Board's pleasure. Any person may hold two or more offices, except that the President shall not also be the 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 required to manage the Association's affairs.

6.2 President. The President shall be the Association's coordinating officer. He shall have all of the powers and duties usually vested in a condominium Association President's office.

6.3 Vice President. The Vice President in the absence or disability of the President shall exercise the powers and perform the President's duties. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Board.

6.4 Secretary. The Secretary shall keep all Board and member meeting minutes. He shall give and serve all Association notices to the members and directors and other notices required by law. He shall have custody of the Association's seal and affix it to instruments requiring a seal when duly signed. He shall keep the Association's records except those of the Treasurer, and shall perform all other duties incident to the Secretary's office 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.

6.5 Treasurer. The Treasurer shall have custody of all Association property, including funds, securities and evidence of indebtedness. He shall keep the Association's books in accordance with good accounting practices; and he shall perform all other duties incident to the Treasurer's office.

6.6 Officer Compensation. The compensation, if any, of all Association employees or officers shall be fixed by the directors. The provision regarding compensation for directors and officers shall not preclude the employing of a director or officer as an employee of the Association, nor preclude the contracting with a director or officer for the condominium's management.

6.7 Resignations. Any officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all units owned by any officer shall constitute an officer's resignation without need for a written resignation. The unexcused absence from three (3) consecutive Board meetings shall also constitute an officer's resignation without need for a written resignation.

6.8 Abandonment of Officer's Position. An officer who is more than ninety (90) days delinquent in the payment of regular or special assessments shall be deemed to have abandoned his position as officer and the Board of Directors shall fill this vacancy as provided for in Articles 3 and 6.1.

6.9 Removal of Officers. All officers serve at the Board's pleasure. Any officer may be removed by an affirmative vote of at least a majority of the directors, at a special Board meeting called for that purpose.

6.10 Records. Any Association records held by an officer, whether on or in his personal property or otherwise, shall be a part of the Association's official records. The officer shall provide the Association with access as required pursuant to the Florida Condominium Act to these records and he shall promptly and without need of a request provide the Association with the original records when he no longer holds an office for this Association.

6.11 Limitation on Powers. No officer or director has the power or authority to enter into contracts or financial agreements binding upon the Association, unless such action was authorized by the Board's prior vote. Any officer or director who does bind the Association without prior Board authority shall be liable for all fees, costs and expenses associated with the unauthorized act.

ARTICLE 7
FISCAL MANAGEMENT

7.1 Fiscal Management. The provisions for the Association's fiscal management as set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

7.2 Accounts. The Association's receipts and expenditures shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a. Current expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The estimated balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

b. Statutory Reserves. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall 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 for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount to be reserved shall be computed by means of a formula which is based upon each reserve item's estimated life and estimated replacement cost or deferred maintenance expense. The Association may adjust replacement reserve assessments annually to take into account any extension of the reserve item's useful life caused by deferred maintenance.

c. Reserve funds and any interest accruing thereon shall remain in the statutory reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by at least a majority vote cast by the voting interests present at a duly called members' meeting.

d. Reserve for deferred maintenance, shall include funds for maintenance items that occur less frequently than annually.

e. Reserve for replacement, shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

f. Betterments, shall include the funds to be used for capital expenditures, for additional improvements or additional personal property that will be part of the common element.

g. Operating Reserves. In addition to the statutory reserves described in Article 7.2(b) above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.

h. Commingling. All funds shall be maintained separately in the Association's name. Association reserve or operating funds may be commingled for investment purposes, but separate ledgers must be maintained for each account. No manager or business entity required to be licensed or registered under Florida law and no Association agent, employee, officer, or director shall commingle any Association funds with his funds or with the funds of any other Association as defined in the Florida Statutes.

7.3 Annual Budget. The Board shall adopt a budget for each calendar year that shall include the estimated funds required to defray the anticipated current common operating expenses and unpaid operating expense previously incurred and to provide and maintain funds for the foregoing reserves according to good accounting practices.

a. Amended Budget. If the budget is amended after adoption, a copy of the amended budget shall be furnished to each member.

b. Excessive Budget. Where the annual budget for common expenses requires assessments against the unit owners in any fiscal or calendar year exceeding 115% of such assessments for the previous year, the Board, upon written application of at least ten percent (10%) of the unit owners, shall call a special members' meeting within thirty (30) days from receipt of the application upon not less than fourteen (14) days' written notice to each unit owner. At the special members' meeting the unit owners shall consider and adopt a budget. The budget shall be adopted by a vote of not less than a majority of the unit owners present and voting.

7.4 Assessments. Assessments against the members for their proportionate shares of the annual budget shall be made by the Board of Directors annually in advance on or before the 15th day of the last month preceding the calendar year for which the assessments are made. Such assessments shall be due and payable on the first day of each calendar quarter for the year they are made. 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. In the event the annual assessment proves to be insufficient, the assessment may be amended at any time by the

Board of Directors. The amended assessment's unpaid portion shall be due upon the first day of the quarter next succeeding the quarter in which the amended assessment is made or as otherwise provided by the Board of Directors.

7.5 Special Assessments. Special assessments may be imposed by the Board of Directors to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the Board resolution approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Article 3.13 above; and the notice to the owners that the assessment has been levied must contain a statement of the assessment's purpose(s). The funds collected must be spent for the stated purpose(s). However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board be applied as a credit towards future assessments, be placed in reserve accounts or used for another legitimate condominium purpose.

7.6 Assessments for Charges. Charges by the Association against members for other than common expenses shall be payable in advance. These charges may be collected by assessments in the same manner as common expenses, and when circumstances permit, those charges shall be added to the assessments for common expenses. Charges for other than common expenses may be made only after membership approval or when expressly provided for in the Declaration or the exhibits attached thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the condominium property, maintenance services furnished at a unit owner's expense, other services furnished for a unit owner's benefit, damages and other sums due from such unit owner.

7.7 Depository. The Association's depository shall be in such bank, banks or financial institutions as shall be designated from time to time by the Board of Directors and in which the Association's monies shall be deposited. Withdrawal of monies from these accounts shall be only by checks signed by such persons as are authorized by the directors.

7.8 Financial Audit. An audit of the Association's accounts shall be made by a Florida licensed CPA, if requested by at least a majority of the unit owners, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is requested and made.

7.9 Fidelity Bonds. The Association shall obtain and maintain in an amount not less than required by law fidelity bonding for the Association's

President, Secretary and Treasurer and for those individuals authorized to sign checks. The Association shall bear the cost of bonding.

7.10 Financial Reports. In accordance with Section 718.111(13), Florida Statutes, not later than sixty (60) days after the close of each fiscal year, the Board shall, as a minimal requirement, distribute to each unit owner a report showing in reasonable detail the Association's financial condition as of the fiscal year's close, and an income and expense statement for the year, detailed by accounts. The Board must, if required by law and not waived by the membership, and may otherwise, in their discretion, engage a Florida licensed CPA and have a more comprehensive analysis performed, which shall be sent to the members within ninety (90) days of the fiscal year's end in lieu of the financial report referenced above. A waiver, if approved, may only be conducted for no more than three (3) consecutive years and then the statutory reporting requirement must be met. In lieu of the financial report's distribution as provided herein, the Association may mail or deliver to each unit owner a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a unit owner's written request.

ARTICLE 8 RULES OF ORDER

8.1 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, Articles of Incorporation, or these Bylaws.

ARTICLE 9 AMENDMENTS

9.1 Amendments. These Bylaws may be amended in the following manner:

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

9.3 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than twenty (20%) percent of the Association's voting interest.

9.4 Adoption. These Bylaws can be amended, altered, or replaced only upon an affirmative vote of not less than two thirds (2/3rds) of the members who cast a vote, in person or by proxy, at a properly called members' meeting. Members not present in person at the members' meeting considering the amendment, may express their approval in writing, by proxy, provided their proxy vote is delivered to the Secretary prior to the members' meeting.

9.5 Amendments. All amendments shall be in the form prescribed by Section 718.112, Florida Statutes.

9.6 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and Bylaws, which certificate shall be executed by the Association's President or Vice-President and attested by the Secretary with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County.

ARTICLE 10 MISCELLANEOUS

10.1 Minutes. All members' and Board meeting minutes and shall be kept in a book, available for inspection by unit owners and directors and their authorized representatives at all reasonable times. All minutes shall be retained for a period of not less than seven (7) years.

10.2 Rules and Regulations. The Board of Directors may adopt reasonable Rules and Regulations to be uniformly applied to all members governing the details of the common element operation and use.

10.3 Mandatory Arbitration of Disputes. Prior to commencing litigation, unresolved disputes between the Board and unit owners as defined in Section 718.1255(1), Florida Statutes, must be submitted to arbitration or mediation as provided in the Florida Condominium Act. This provision shall be in effect only so long as the Florida Condominium Act mandates such proceedings.

10.4 Fiduciary Relationship to Unit Owners. The Association's officers and directors have a fiduciary relationship to the unit owners. No officer or director shall solicit, offer to accept, or accept any thing or service of a value exceeding \$100 for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any officer or director who knowingly so solicits, offers to accept or accepts any thing or service of a value exceeding \$100 is subject to a civil penalty pursuant to the Florida Condominium Act. However, this paragraph does not prohibit an officer or director from accepting services or items received in connection with trade fairs or education programs.

10.5 Availability of Copies of Condominium Documents. 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 provided for in the Florida Condominium Act 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 same.

10.6 Question and Answer Sheet. The Association shall prepare a Question and Answer Sheet as described in the Florida Condominium Act and shall update it annually.

10.7 Roster of Unit Owners. Each unit owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain this information and may rely upon the accuracy of this information for all purposes until notified in writing of changes therein as provided above. Only unit owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at the meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing the meeting notice.

10.8 Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

10.9 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

10.10 Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the Declaration provisions shall take precedence over the Articles of Incorporation, which shall prevail over the Bylaw provisions, which shall prevail over the Rules and Regulations.

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

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 6 day of APRIL, 2017.

ATTEST:

BIRD BAY NORTH CONDOMINIUM
ASSOCIATION, INC.

By: _____

E. B. Paddy
Secretary

By: _____

Fred C. Jurgens
President

WITNESSES:

Melissa Moritz
Printed Name: Melissa Moritz

H. James Leroy
Printed Name: H. JAMES LEROY

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Frank C. Jurgens, as President, and E. B. Moody, as Secretary of BIRD BAY NORTH CONDOMINIUM ASSOCIATION, INC., and they acknowledge before me that they are such officers of said corporation; and they executed the foregoing Amended and Restated Bylaws on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Amended and Restated Bylaws and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota County, Florida this 6th day of April, 2017.

My Commission Expires:

Barbara L O'Grady
Barbara L O'Grady
Printed Name of Notary
Notary Public Commission #

