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Prepared By and Return to:
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CERTIFICATE OF AMENDMENT
AMENDED AND RESTATED BYLAWS
OF
TURNBERRY PLACE ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Bylaws of TURNBERRY PLACE ASSOCIATION, INC. were approved and adopted at the annual membership meeting of the Association held on November 9, 2018. The Amended and Restated Bylaws were adopted as required under Article XIV of the Bylaws and the number of votes cast for the amendment was sufficient for approval. The original Declaration of Covenants, Conditions and Restrictions for Turnberry Place – Tract "H" was recorded at Official Records Book 2229, Page 2628, et seq., of the Public Records of Sarasota County, Florida. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 3rd day of January, 2019.

Signed, sealed and delivered in the presence of :

TURNBERRY PLACE ASSOCIATION, INC.

Sign: Peri L. Hoebcke
Print: PERI L. HOEBECKE
Sign: Mary A. Jensen
Print: MARY A. JENSEN

By: Terry Jones
Terry Jones, President

ATTEST:

By: Barbara O'Grady
Barbara O'Grady, Secretary
[Corporate Seal]

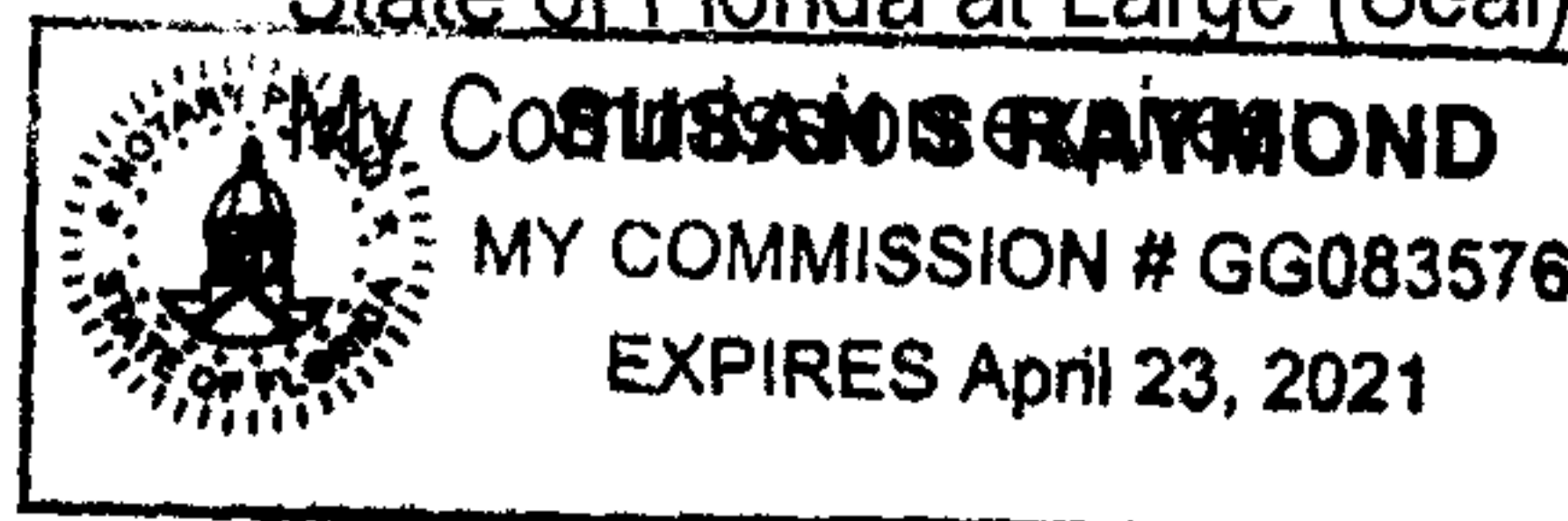
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of JANUARY, 2019, by Terry Jones as President of Turnberry Place Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign: Susan S. Raymond
Print: SUSAN S. RAYMOND

State of Florida at Large (Seal)



AMENDED AND RESTATED
BYLAWS
OF
TURNBERRY PLACE ASSOCIATION, INC.

*[Substantial rewording of Bylaws.
See existing Bylaws and amendments thereto for present text.]*

The Members of TURNBERRY PLACE ASSOCIATION, INC. (the "Association") adopt these Amended and Restated Bylaws. These Amended and Restated Bylaws replace and supersede the original Bylaws and all previous amendments thereto. The Original Declaration of Covenants, Conditions and Restrictions for Turnberry – Tract "H" was recorded at Official Records Book 2229, Page 2628 *et seq.* in the Public Records of Sarasota County, Florida ("Declaration").

ARTICLE I
IDENTITY

- A. Name. The name of the corporation shall be Turnberry Place Association, Inc. (the "Association").
- B. Purposes. The Association is organized for the purpose of being a homeowners association within the meaning of Chapter 720, Florida Statutes (the "Homeowners' Association Act") as amended from time to time, and in turn for the purpose of operating, governing, administering and managing the property and affairs of Turnberry Place (the "Community"), established upon the real property in Sarasota County, Florida, as more particularly described in the Declaration of Covenants, Conditions and Restrictions for Turnberry Place (the "Declaration") as recorded in the Official Records of Sarasota County, Florida at Book 2229, Page 2528, *et seq.* on June 30, 1990. The purposes of the Association shall include the exercise of all powers granted to it as a corporation under the laws of the State of Florida; these Amended and Restated Bylaws of Turnberry Place Association, Inc. (the "Bylaws"); the Articles of Incorporation for Turnberry Place Association, Inc. (the "Articles of Incorporation"); the Declaration; and further to exercise all powers granted to a homeowners association under the Homeowners' Association Act.
- C. Principal Office. The principal address of the Association shall be 1400 Turnberry Drive, Venice, FL 34292. The Association's Board of Directors may change the location of the principal address from time to time.
- D. Fiscal Year. The fiscal year of the Association is the calendar year, unless otherwise determined by the Board of Directors.
- E. Corporate Seal. The Board of Directors shall adopt a corporate seal which will bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and must identify the Association as a not-for-profit corporation. The words "corporate seal" may be used in lieu of a raised corporate seal; however, a corporate seal is not required to validate corporate actions unless otherwise specifically required by law.

ARTICLE II
DEFINITIONS

All terms used in these Amended and Restated Bylaws shall have the same meaning, to the extent applicable, as set forth in the Declaration and the Homeowners' Association Act.

ARTICLE III MEMBERSHIP

A. **Members.** Membership in the Association is limited to Owners of Lots in the Turnberry Place Community. Membership is automatically conferred upon the acquisition of title to a Lot in the Turnberry Place Community, as evidenced by the recording of a deed or other appropriate instrument to such Lot in the Official Records of Sarasota County, Florida.

B. **Voting Rights.** There shall only be allowed one (1) vote per Lot, which shall be cast as provided in the Bylaws. The Owner(s) of each Lot shall collectively be entitled to one (1) vote on behalf of each Lot, as a Member of the Association

C. **Termination of Membership.** Whenever a Member ceases to be an Owner of a Lot in the Turnberry Place Community his or her membership shall then and there automatically terminate.

D. **Transfer of Membership.** Membership in the Association is an incident of Lot ownership and shall not be separately transferable or assignable, other than as an appurtenance to Lot ownership.

ARTICLE IV MEETINGS OF MEMBERS

A. **Place of Meetings.** Any annual or special meeting of the Members shall be held at such location within forty-five (45) miles of the Association as determined by the Board of Directors.

B. **Annual Meeting.** An annual meeting of the Members will be held each year as close as practical within twelve (12) months of the prior year's meeting. The purpose of such meeting shall be to elect Directors and for the transaction of such other business authorized to be transacted by the Association as may come before the meeting. No meeting shall be held on a legal holiday.

C. **Special Meetings.** A special meeting of the Members may be called by the President, by a majority of the Board of Directors, or by not less than thirty percent (30%) of the total voting interests of the Association.

D. **Notice of Meetings.** Written or printed notice stating the agenda, place, day and hour of all meetings of Members shall be served by mail, e-mail or hand-delivery to each Member entitled to vote at such meeting, at the Member's address as it last appears on the books of the Association, not less than fourteen (14) days nor more than sixty (60) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. The Association shall also post in a conspicuous place in the Turnberry Place Community the notice and agenda of the membership meeting at least fourteen (14) days prior to the date of such membership meeting. The person providing the notice of the membership meeting shall provide proof of such mailing, delivery and posting by affidavit. If mailed, notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it last appears on the records of the Association, with postage thereon prepaid. The attendance of any Member, or person authorized to vote for such Member, shall constitute such Member's waiver of notice of such meeting, except when the Member's attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting was not lawfully called. Members may attend membership meetings in person or by proxy. A Member may not, however, attend or participate in membership meetings by telephone, conference call, speaker phone, or other similar means.

E. **Electronic Transmission and Broadcast Notice.** Notwithstanding any other provision herein, notice of membership meetings (except membership meetings to recall Directors), meetings of the Board of Directors and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission.

F. **Written Informal Action by Members.** Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the required percentage of Members entitled to vote with respect to the subject matter thereof. Such Owner action by written agreement shall comply with the procedural requirements of Section 617.0701(4), Florida Statutes.

G. **Quorum.** Those Members present, in person or by proxy, holding at least thirty percent (30%) of the eligible voting interests of the Association which may be cast at a meeting shall constitute a quorum at such meeting. A majority of the Members present, in person or by proxy, may adjourn the meeting from time to time to a future date.

H. **Proxies.** Votes may be cast in person or by written proxy substantially complying with the Homeowners' Association Act. Proxies must be filed with the Association prior to the membership meeting or reconvened membership meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time prior to a vote being cast at the pleasure of the Lot Owner executing it. Proxies shall not be used in electing the Members of the Board of Directors. An executed telegram or cablegram appearing to have been transmitted by the proxy-giver, or a photographic, photo static, facsimile, electronic mail or equivalent reproduction of a proxy is a sufficient proxy. Lot Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

I. **Vote Required to Make Decisions.** When a quorum is obtained at any membership meeting, the vote of a majority of the Members present, in person or by proxy, shall decide any question brought before the meeting, unless the Declaration, these Bylaws or any applicable statute provides otherwise, in which event the vote prescribed by the Declaration, these Bylaws or such statute shall control.

J. **Indivisible Vote.** Each Lot shall have one (1) indivisible vote. If a Lot is owned by a corporation, any officer or authorized agent may vote on behalf of said corporation. If a Lot is owned by a partnership, any partner may vote on behalf of the partnership. If a Lot is owned by husband and wife, either spouse may cast a vote on behalf of the Lot. If a Lot is owned in trust, any trustee or beneficiary of the trust may vote on behalf of the trust. Any person asserting the right to vote on behalf of a Lot owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Lot, unless the Lot has filed voting instructions with the Association designating some other person entitled to vote

K. **Order of Business.** The order of business at annual membership meetings, and as far as practical at other Members' meetings, will be:

1. Call to Order by the President;
2. Calling of Roll, Certifying Proxies and Determination of Quorum;
3. Proof of Notice of Meeting or Waiver of Notice;
4. Appointment of Inspectors of Election;
5. Election of Directors;

6. Reading and Approval of Minutes of Prior Meeting;
7. Officers' Reports;
8. Committee Reports;
9. Unfinished Business;
10. New Business;
11. Adjournment.

L. Meetings shall be conducted in accordance with the rules of procedure as found in the latest edition of The Standard Code of Parliamentary Procedure.

**ARTICLE V
BOARD OF DIRECTORS
ELECTION OF BOARD OF DIRECTORS**

A. Number and Term. The Association shall be governed by a Board of Directors composed of seven (7) Directors. Directors shall serve staggered three-year (3) terms of office. Each elected Director shall, barring recall, resignation, disqualification or death, hold office until the expiration of his or her term and until his or her successor shall have been elected and qualified. The Board of Directors may increase or decrease the number of Directors upon notice at least seventy (70) days prior to the Annual Membership Meeting by a majority vote of the Board of Directors present at such meeting. However, any decrease shall be no greater than the number of terms expiring at the next immediate annual meeting of the Members. In no event shall the Board of Directors consist of less than three (3) Directors. In the event of an increase or decrease in the number of Directors, the terms of Directors shall be staggered. If necessary to re-implement staggering of director terms of office at any time, the Board of directors may temporarily assign a one (1) year or two (2) year terms of office.

B. Director Qualifications. A Director must be a natural person who is at least eighteen (18) years of age or older. All Directors must be Lot Owners in good financial standing or spouses of Lot Owners in good financial standing. In the event an incumbent Director becomes ninety (90) days delinquent in the payment of a monetary obligation due the Association, such Director will no longer qualify to serve on the Board of Directors and shall be deemed to have abandoned his or her position as a Director. Co-Owners of a Lot cannot simultaneously serve on the Board of Directors, unless they own more than one Lot. Persons who are convicted felons, who have not had their civil rights fully restored for at least five (5) years, are not eligible to serve on the Board of Directors. When a Lot is owned by a corporation, a partnership, or similar entity, the primary occupant or the spouse of the primary occupant shall be eligible to serve on the Board of Directors. A trustee or designated representative of a trust described in Chapter 736, Florida Statutes, or a beneficiary of a trust, and the spouses of such persons, shall be considered eligible to serve on the Board of Directors. A person who is more than ninety (90) days delinquent in paying a monetary obligation due the Association is neither a qualified candidate for election nor eligible for appointment to the Board of Directors. Any person who has been suspended or removed from serving as a Director by the Florida Department of Business & Professional Regulation, Division of Florida Condominiums, Timeshares and Mobile Homes (the "Division") is not eligible to serve as a Director.

C. Director Election. Directors shall be elected only by secret written ballot. Directors shall not be elected by proxy. The election of Directors shall take place concurrent with the Annual Membership Meeting, in the manner provided in the Homeowners' Association Act and as follows:

1. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each Member entitled to vote, a first notice of the date of the election. Any Member or other eligible person desiring to be a candidate for the Board of Directors shall

give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days before the membership meeting at which the election will occur, the Association shall mail or deliver a second notice of the meeting to all Lot Owners entitled to vote, together with a written ballot which shall list all director candidates in alphabetical order by surname. Upon request of a candidate, the Association shall include with the second mailing of the ballot the director information sheet, not larger than 8 ½ inches by 11 inches, furnished by the candidate to the Association not less than thirty-five (35) days before the election. The costs of mailing and copying of the candidate information sheets shall be paid by the Association. Completed Director election ballot shall be returned to the Association in two (2) envelopes. The inner envelope shall contain the ballot and have the word "BALLOT" printed on it. The inner envelope shall be placed inside of a larger envelope which shall have lines in the upper-right hand corner for Owner to print and sign the Owner's name and address.

2. A written Director election ballot shall also be made available for use by those Lot Owners attending the meeting in person. A Lot Owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance. No Lot Owner shall permit another person to cast his ballot, and any such improperly cast ballot shall be deemed invalid. Any Lot Owner who violates this provision may be fined by the Association.
3. If more persons volunteer than there are vacancies to be filled, the election shall be by secret written ballot. Each person voting is entitled to cast his or her vote for each of as many director volunteers as there are vacancies to be filled. The volunteers receiving the greatest number of votes properly cast shall be elected. Elections shall be decided by a plurality of the votes cast. Cumulative voting is prohibited. Tie votes shall be broken by agreement among the candidates who are tied, or absent such an agreement, by chance, such as the flipping of a coin by a neutral third party or the drawing of straws. An election is not required unless more candidates file notices of intent to run than Director vacancies exist.

ARTICLE VI BOARD OF DIRECTORS MEETING OF BOARD OF DIRECTORS

A. **Organizational Meeting.** The organizational meeting of a newly-elected Board of Directors for the purpose of electing officers shall be held within ten (10) days of the election at such date, place, and time as shall be fixed by the Directors.

B. **Notice of Board Meetings.** Meetings of the Board of Directors shall be held as determined from time to time by a majority of the Directors. Notice of meetings of the Board of Directors shall be given to each Director personally or by mail, e-mail, telephone, facsimile transmission or telegraph, and posted conspicuously on the Tumberry Place Community property no less than forty-eight (48) hours prior to such meetings, except in the case of an emergency. Any item not on the notice may be taken up on an emergency basis by at least a majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors. A Director may attend a meeting of the Board of Directors via telephone conference call if a telephone speaker is used at the meeting site so that the conversation of Directors attending by telephone may be heard by all persons attending the meeting in person. Any Director so attending a meeting of the Board of Directors may be counted toward obtaining a quorum and may vote by telephone. If mailed, notice of a meeting of the Board

of Directors shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.

C. Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

D. Special Notice of Certain Board Meetings. Not less than fourteen (14) days' advance written and/or electronic notice shall be mailed or delivered to the Lot Owners and posted conspicuously in the Subdivision of any Board of Directors meeting to discuss or adopt the annual budget, consider the levy of a non-emergency special Assessment or proposed Rules and Regulations regarding Lot use. Notice of any meeting in which regular or special Assessments against Lot Owners are to be considered for any reason shall specifically state that Assessments will be considered and the nature of the Assessments.

E. Owner Participation in Board Meetings. Except as otherwise provided by law, meetings of the Board of Directors at which a majority of the Directors are present, shall be open to all Members. Members may not designate third persons, through power of attorney or otherwise, to attend meetings of the Board of Directors, unless agreed to otherwise by the Board of Directors. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, that the Board of Directors may adopt reasonable Rules and Regulations governing the frequency, duration, and manner of Member statements. Unless otherwise provided by a resolution, each Member is entitled to speak for three (3) minutes with reference to designated agenda items. Members who are not Directors may not attend meetings between the Board of Directors or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board of Directors held for the purpose of discussing personnel matters

F. Quorum. The designation of the agenda for meetings of the Board of Directors shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a meeting of the Board of Directors, if requested, in writing, by a majority of the other Directors. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The acts approved by a majority of the votes present at a meeting of the Board of Directors at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, these Bylaws or Florida law. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

G. Voting. A Director who is present, in person, by telephone or by electronic means, at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. A vote or abstention shall be recorded in the minutes. A Director may not vote by proxy. A Director may vote by secret ballot only for the election of officers.

H. Joinder and Waiver. A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting of the Board of Directors that the Director did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and shall not be considered in determining a quorum. Any Director may waive notice of a meeting of the Board of Directors before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to that Director.

I. Vacancies. Except as to vacancies caused by removal of a majority of the Directors by the Members, which vacancies shall be filled in the manner provided in the Homeowners' Association Act, vacancies in the Board of Directors occurring between annual membership meetings shall be filled by a majority vote of the remaining Directors, even if less than a quorum, to serve for the remainder of the Director's unexpired term of office, unless otherwise provided by law. A Director or Officer who is more than ninety (90) days delinquent in the payment of a monetary obligation due the Association shall automatically be removed as a Director, creating a vacancy to be filled by the Board of Directors.

J. Presiding Officer. The chairperson at all meetings of the Board of Directors shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the Directors present may designate one of the remaining Directors in attendance as chair for such meeting.

K. Order of Business. The order of business at meetings of the Board of Directors shall be, to the extent applicable:

1. Calling of roll;
2. Proof of due notice of meeting;
3. Reading and disposal of any unapproved minutes;
4. Public Expression of Residents
5. Reports of Officers and committees;
6. Election of Officers;
7. Unfinished business;
8. New business;
9. Adjournment.

L. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the laws of the State of Florida generally, the Florida Not For Profit Corporation Act, the Homeowners' Association Act, the Declaration, the 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 Members when such approval is specifically required. The Board of Directors may delegate its authority to its agents, contractors or employees, except where prohibited by law.

M. Removal and Recall. Directors may be removed or recalled from office with or without cause by an affirmative vote of a majority of the total Voting Interests of the Association at a duly-convened special membership meeting called for that purpose or by a written petition signed by at least a majority of all the Voting Interests of the Association, in the manner provided in the Homeowners' Association Act. A special meeting of the Members to recall a Director or Directors may be called by at least ten percent (10%) of all Voting Interests of the Association giving notice of the meeting as required for a meeting of the Members, and the notice shall state the purpose of the meeting. Any Director delinquent in the payment of a monetary obligation due the Association for more than ninety (90) continuous days shall automatically be removed as a Director.

N. Delegation of Board Functions. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Board of Directors shall in such instance generally supervise the agent or employee in the performance of such functions.

O. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a businesslike manner in a book available for inspection and photocopying by Lot Owners or their authorized

representatives. The Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by the Homeowners' Association Act.

P. Resignation. A Director or officer may resign at any time by delivering written notice to the Board of Directors or the President. A resignation is effective when the notice is delivered unless the notice specifies a later date. If the resignation is made effective at a later date, the Board of Directors, including the Director whose resignation is not yet effective, may vote to fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

Q. Compensation. A Director shall not receive any compensation for acting as such but shall be entitled to reimbursement of expenses reasonably incurred in performing his or her duties.

R. Rules of Procedure. The meetings will be conducted in accordance with the latest edition of The Standard Code of Parliamentary Procedure.

ARTICLE VII BOARD OF DIRECTORS POWERS

A. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit, not in conflict with the terms of the Articles of Incorporation, the Amended and Restated Bylaws, the Declaration or the Homeowners' Association Act.

B. Specific Powers. The Association shall have all of the powers and duties set forth in the Homeowners' Association Act and Chapter 617, Florida Statutes (the "Florida Not for Profit Corporation Act"). The Association shall also have all of the powers and duties set forth in the Declaration and the Bylaws; and all of the powers and duties reasonably necessary to operate the Turnberry Place Community in accordance with the Declaration and the Homeowners' Association Act, including, but not limited to, the following:

1. To levy, amend and collect annual and special Assessments against Lots within the Turnberry Place Community and Lot Owners as Members to defray the common expenses and losses of the Association whenever the Board of Directors deems it necessary.
2. To use the proceeds of Assessments in the exercise of its powers and duties.
3. To maintain, repair, alter, improve, replace, administer and operate the Common Area and Association Property.
4. To purchase insurance upon the Common Area and Association Property and insurance for the protection of the Association, its Directors, officers and its Members as Lot Owners.
5. To reconstruct improvements after casualty and to further improve the Common Area and Association Property.
6. To make and amend reasonable Rules and Regulations regarding the appearance, occupancy and use of the Lot, Common Area and Association Property, and policies and procedures governing the internal affairs and operation of the Association and the behavior and conduct of its Directors and Officers.

7. To enforce by legal means the provisions of the Homeowners' Association Act, the Declaration, the Articles of Incorporation, the Bylaws and any Rules and Regulations promulgated by the Board of Directors.
8. To retain managers, attorneys, engineers, architects, accountants, and other independent contractors and professionals for the operation, maintenance, administration and management of the Association, and the Common Areas, and to enter into other agreements consistent with the purposes of the Association, the Homeowners Association Act, the Declaration, the Articles of Incorporation, or these Amended and Restated Bylaws.
9. To make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Homeowners Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.
10. To sue and be sued.

C. **Emergency Powers.** In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by the Homeowners' Association Act or Sections 617.0207 and 617.0303, Florida Statutes. For purposes of this Article VII(c) only, an emergency exists during a period of time that the Turnberry Place Community, or the immediate geographic area in which the Turnberry Place Community is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Turnberry Place Community. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

1. Conduct meetings of the Board of Directors and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including, but not limited to, publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting in the Subdivision or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors' decisions may be communicated as provided in this Article VII(c). The Directors in attendance at such a meeting of the Board of Directors, if more than one (1) Director, shall constitute a quorum.
2. Cancel and reschedule any membership meeting, committee meeting or meeting of the Board of Directors.
3. Name as interim assistant Officers persons who are not Directors, which assistant officers shall have the same authority as the executive Officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any Officer of the Association.
4. Relocate the Association's principal address or designate alternative principal addresses.

5. Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal and other emergency assistance.
6. Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, electricity; water, sewer, or security systems; or heating, ventilating and air conditioners.
7. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Turnberry Place Community unavailable for entry or occupancy by Lot Owners, tenants, guests, agents, occupants, or Invitees to protect the health, safety, or welfare of such persons.
8. Require the evacuation of the Turnberry Place Community in the event of a mandatory evacuation order in the locale in which the Turnberry Place Community is located. Should the Owner of any Lot, tenant, guest, agent, occupant, or Invitee fail or refuse to evacuate the Turnberry Place Community where the Board of Directors has required evacuation, the Association shall be immune from any and all liability or injury to persons or property arising from such failure or refusal.
9. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine whether the Turnberry Place Community can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration.
10. Mitigate further damage, including taking action to contract for the removal of debris including but not limited to fallen trees and branches.
11. Contract, on behalf of any Lot Owner, for items or services for which Lot Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Common Area or Association Property. In such event, the Lot Owner on whose behalf the Board of Directors has contracted shall be responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its assessment and claim of lien authority provided by Section 720.3085, Florida Statutes, and the Declaration to enforce collection of such charges.
12. Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, the Articles of Incorporation, or the Bylaws, the Board of Directors may levy one or more special Assessments without a vote of the Members.
13. Without Member approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in these Articles of Incorporation, the Declaration, or the Bylaws.
14. Corporate action taken in good faith to meet the emergency needs of the Association or its Members shall bind the Association; have the rebuttable presumption of being reasonable and necessary; and may not be used to impose liability on a Director, officer, or employee of

the Association. An officer, Director, or employee of the Association acting in good faith and in accordance with Article VII(c) is only liable for willful misconduct.

15. The special powers authorized above in Article VII(c) shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Turnberry Place Community and the Owners of any Lot, tenant, guest, occupant, or Invitee and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Common Area and Association Property.

D. Association Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, the Articles of Incorporation and the Bylaws.

E. Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and these Amended and Restated Bylaws.

ARTICLE VIII OFFICERS

A. The officers of the Association shall be a President, a first Vice-President and a second Vice-President who shall at all times be members of the Board of Directors.

B. A Secretary and a Treasurer, who need not be members of the Board of Directors, shall be appointed by the Board of Directors on an annual basis. These shall be non-voting positions unless they are filled from the membership of the Board of Directors.

C. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of Members.

D. Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

E. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

F. Resignation and removal. Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

G. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he/she replaces.

H. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

I. Duties. The duties of the officers are as follows:

1. **President.** The President shall be the chief executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association, subject to the advice and consent of the Board of Directors. The President shall preside at all meetings of the Members and of the Board of Directors and shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association; and, in general, he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.
2. **First Vice President.** The first Vice President shall act in the place of the President in the event of his/her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
3. **Second Vice President.** The second Vice President shall take the place of the first vice president when necessary.
4. **Secretary.** The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the Seal of the Association and see that the Seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its Seal is duly authorized in accordance with the provision of these Bylaws; keep a register of the post office address and e-mail address, where applicable, of each Member which shall be furnished to the Secretary; and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. The Board of Directors may delegate to its managing agent or agents such duties of the Secretary as it deems appropriate from time to time.
5. **Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever; and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. The Treasurer shall attend to the keeping of the books of the Association in accordance with good, generally accepted accounting practices. The Board of Directors may delegate to its managing agent or agents such duties of the Treasurer as it deems appropriate from time to time.
6. **Compensation.** The officers of the Association shall not receive any compensation for acting as such, but shall be entitled to reimbursement of expenses reasonably incurred in performing their duties. The exception to the foregoing would exist when the management company is undertaking specific Officer duties.

ARTICLE IX ASSESSMENTS

A. A special assessment may not be levied at a Board Meeting unless the notice of the meeting includes a statement that special assessments will be considered and the nature of the special assessments. Written notice of any meeting at which special assessments will be considered must be mailed, delivered or electronically transmitted to the members and posted conspicuously on the property not less than fourteen (14) days before the meeting.

B. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments not paid when due are considered delinquent. No Owner may waive or otherwise escape liability for assessments by nonuse of the common area or abandonment of his Lot.

ARTICLE X COMMITTEES

A. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which may consist of one or more Directors, which committees, to the extent provided in said resolution, may have and exercise the authority of the Board of Directors in the operation and management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him or her by law.

B. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the operation and management of the Association may be designated by a resolution adopted by a majority of the Directors present at a Board of Directors meeting at which a quorum is present. Except as otherwise provided in such resolution, Members of each such committee shall be Members or spouses of Members of the Association, and the Board of Directors shall appoint the Members thereof.

C. Term of Office. Each member of a committee shall serve at the pleasure of the Board of Directors or until such member voluntarily resigns.

D. Chairman. One Member of each committee shall be appointed Chairperson by the Members of the committee.

E. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

F. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the committee members present at a meeting at which a quorum is present shall be the act of the committee.

G. Rules and Regulations. Meetings of committees to take final action on behalf of the Board of Directors or to make recommendations to the Board of Directors regarding the Association's budget, shall comply with all procedural and administrative requirements of the Homeowners' Association Act and these Bylaws. All other committees may adopt policies for its own governance not inconsistent with any Rules and Regulations adopted by the Board of Directors.

**ARTICLE XI
BOOKS AND RECORDS INSPECTION**

A. Pursuant to the Homeowners Association Act, the official records shall be maintained within the state for at least seven (7) years and shall be made available to an Owner for inspection or photocopying within forty-five (45) miles of the community or within the county in which the Association is located within ten (10) business days after receipt by the Board or its designee of a written request. This subsection may be complied with by having a copy of the official records available for inspection or copying in the community or, at the option of the association, by making the records available to an Owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. If the association has a photocopy machine available where the records are maintained, it must provide parcel Owners with copies on request during the inspection if the entire request is limited to no more than twenty-five (25) pages. The 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 fee to a member or his or her authorized representative for the use of a portable device.

**ARTICLE
XII
AMENDMENTS**

A. The By-Laws may be amended, altered, supplemented or rescinded by the membership at any annual meeting of the Association, or at any special meeting duly called for such purposes, by the affirmative vote of a majority (51%) of the eligible voting interests of the Homeowners Association. Amendments may be proposed by a majority of the Board of Directors or by persons entitled to cast twenty-five percent (25%) of the eligible voting interests of the Homeowners Association.

B. **Effective Date.** An amendment when adopted shall become effective upon being recorded in the Official Records of Sarasota County, Florida.

C. **Automatic Amendment.** The Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration or the Articles of Incorporation. Whenever the Homeowners' Association Act or Florida Not For Profit Corporation Act, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board of Directors may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Bylaws as the Board of Directors deems necessary to comply with such operational changes as may be enacted by future amendments to the Homeowners' Association Act or Florida Not For Profit Corporation Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time. If the Board of Directors should approve such an amendment, a written amendment to the section of the bylaws at issue would then be recorded and copies provided to the members.

**ARTICLE XIII
CONFLICTS**

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV CERTIFICATION

An instrument signed by any executive officer of the Association, and attested by the Secretary of the Association under the Association's seal, is conclusive evidence that any required approval has been obtained as to persons without actual knowledge to the contrary.

ARTICLE XV ENFORCEMENT, FINES, DISPUTE RESOLUTION

A. Fines and Suspensions. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against any Owner, tenant, guest, or invitee for the failure to comply with any provision of the Declaration, the Bylaws, or the Rules and Regulations of the Association in the manner provided herein.

B. Fines. The Association may levy reasonable fines of up to \$250.00 per violation against any Owner or any Owner's family, tenant, guest or invitee for the failure of the Member or any Member's family, tenant, guest or invitee to comply with any provision of the Declaration, the Bylaws, or the Rules and Regulations. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000.00 in the aggregate. A fine of less than \$1,000.00 may not become a lien against a Lot but a fine in excess of \$1,000.00 may become a lien against a Lot. In any action to recover a fine, the Association is entitled to recover its reasonable attorney's fees and costs from the other party as determined by the Court.

C. Suspensions. The Association may suspend, for a reasonable period of time, the right of a Owner, or a Owner's family, tenant, guest or invitee, to use the Common Area and facilities for the failure of the Owner or any Owner's family, tenant, guest or invitee to comply with any provision of the Declaration, these Bylaws, or the Rules and Regulations. However, a suspension may not prohibit the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

D. Committee Hearing. A fine or suspension may not be imposed without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board of Directors who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors. If the Board of Directors imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Lot Owner and, if applicable, to any family member, tenant, licensee, or invitee of the Lot Owner.

E. Failure to Pay. Upon the levy of a fine, an Owner shall be jointly and severally liable for the payment of a fine levied against the Owner's family, tenant, guest, or invitee. A fine shall be levied as an Assessment against the Lot. If a fine is not paid within thirty (30) days, a fine shall accrue interest at the highest rate allowed by law and shall be subject to an administrative late fee in an amount determined by the Board of Directors. The Owner shall be liable for all attorney's fees and costs incurred by the Association incident to the levy, imposition or collection of a fine, including, but not limited to, attendance by the Association's attorney at the committee hearing and the filing and prosecution of an action. Any partial payments received by the Association on account of the fine shall first be applied against accrued interest, late fees, then attorney's fees and costs, then towards the unpaid fine(s).

F. First Time Violations. In lieu of requesting a hearing, an Owner may respond in writing to the Association within fourteen (14) days of receiving notice of an alleged violation admitting that the violation or violations occurred as alleged and promising that the violation or violations will immediately cease and never recur. Such admission procedure shall be available to an Owner only once during that person's ownership of the subject Lot, regardless of the manner of violation. Such written admission and promise, if kept, shall terminate any further enforcement action by the Association with regard to the specific violation and no fine shall be levied by the Association. The Owner may be notified of this first time violation procedure in the original notice of violation.

G. Waiver. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the Declaration, the Bylaws or the Rules and Regulations, including but not limited to arbitration or a legal action for damages or injunctive relief.

H. Mandatory Mediation. In accordance with Section 720.311, Florida Statutes, disputes between the Association and a Lot Owner shall be the subject of a demand for pre-suit mediation as provided in the Homeowners' Association Act prior to commencing litigation or arbitration, so long as the Homeowners' Association Act requires such mediation.

I. Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of its governing documents or disputes with a Lot Owner or other party as may be available to the Association under the laws of the State of Florida, the Declaration, or the Governing Documents.

ARTICLE XVI FISCAL MANAGEMENT

A. Annual Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the expenses of the Association for the fiscal year and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices as set forth herein. The Association shall provide each Owner with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Owner. The Association may, but shall not be required to, establish and maintain an adequate reserve account for the periodic maintenance, repair and replacement of the Common Area and Association Property.

B. Assessment Roll. The Assessments for common expenses and charges shall be set forth upon a roll of the Lots in a set of accounting books in which there shall be The Assessment Roll shall be available for inspection at all reasonable times by the Members. Such roll shall indicate for each Lot the name and address of the Owner and the Assessments and charges paid and unpaid.

C. Annual Budget Assessment. The annual Assessment, to fund the Association's annual budget, shall be paid by the Owners in accordance with the payment schedule established by the Board of Directors. If an annual budget is not adopted or notice is not provided to the Owners, the preceding budget and annual Assessment shall continue until such budget is adopted or such notice is provided, as applicable. In the event the annual Assessment proves to be insufficient, the budget and the Assessment may be amended at any time by the Board of Directors. The unpaid Assessment for the remaining portion of the fiscal year, for which the amended Assessment is made, shall be due as provided by the Board of Directors. The Board of Directors may elect to allow Owners to pay the annual Assessment in installments due monthly and/or quarterly.

D. Reserve Funds. The Association may, in the discretion of a majority of its Board of Directors, establish and maintain, out of regular maintenance assessments, reserve funds for the periodic maintenance, repair, and replacement of improvements within the Common Area.

E. Assessments. The annual shares of the Lot Owners of the common expenses shall be made payable in installments due monthly, quarterly, or annually as determined by the Board of Directors, in advance and shall become due on the first day of each such period and shall become delinquent ten (10) days thereafter. The Association shall have the right to accelerate Assessments of a Lot Owner delinquent in the payment of an Assessment for a period of thirty (30) or more days. Accelerated Assessments shall be due and payable on demand and may include the amounts due for the remainder of the fiscal year.

F. Special Assessments. The Board of Directors may levy special Assessments pursuant to Article 4 of the Declaration.

G. Liability for Assessments and Charges. A Lot Owner shall be liable for all Assessments and charges coming due while the Owner of a Lot. Other than a first mortgagee acquiring title through mortgage foreclosure or a deed-in-lieu of foreclosure, upon acquisition of title through voluntary or involuntary conveyance, a Lot Owner shall be jointly and severally liable with the previous Lot Owner for all unpaid Assessments and charges due and payable up to the time of such conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Area or by abandonment of the Lot for which the Assessments are due. The liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed-in-lieu of foreclosure, shall be subject to Section 720.3085, Florida Statutes, as amended or renumbered from time to time.

H. Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all interest, costs, late fees, and reasonable attorney's fees incident to collection, including attorney's fees on appeal, shall be secured by a continuing lien upon each Lot, which lien shall be effective from and shall relate back to the date on which the Original Declaration was recorded.

I. Collection — Interest; Administrative Late Fee; Application of Payments. Assessments or charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days after the due date may bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may also charge an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the Assessment for which payment is late or the maximum administrative late fee permissible by law. The Association may also accelerate all Assessments or charges which are accrued, but not yet due, in the manner provided by law. Payments received are first applied to accrued interest, then to any late fees, then to any costs, then to any reasonable attorney's fees incurred, and then to the Assessment itself, by date order. Except as otherwise provided in the Homeowners' Association Act, no lien may be recorded by the Association against a Lot, until all applicable notices have been given in accordance with Section 720.3085, Florida Statutes.

J. Collection — Suit. The Association, at its option, may enforce collection of delinquent Assessments or charges by suit at law, by foreclosure of the lien securing the Assessments or charges, or by any other remedy available under the laws of the State of Florida. In any event, the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest at the maximum interest rate allowed by law, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal.

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

L. Association Depository. The depository in which the funds of the Association shall be deposited shall be financial institutions authorized to do business in the State of Florida which carry Federal Deposit Insurance Corporation ("FDIC") insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation ("SIPC"), as shall be designated by the Board of Directors. Alternatively, the Association may deposit funds with brokerage houses or institutions which are Members of the National Association of Securities Dealers ("NASD") and insured by SIPC or equivalent industry insurance. The principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by check or other withdrawal instrument signed by those persons as are authorized by the Board of Directors.

M. Commingling of Funds. All Association funds shall be maintained separately in the Association's name. No Association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, as amended from time to time, no agent, employee, officer, or director of the Association shall commingle any Association funds with his or her funds or with the funds of any other subdivision association or community association as defined in Section 468.431, Florida Statutes, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled in the same account for investment purposes; however, such jointly invested funds shall be accounted for separately.

N. Fidelity Bonding. The Association shall maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association in such an amount to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an additional insured under said policy. If annually approved by a majority of the voting interests present at a duly noticed and called meeting of the Association, the Association may waive the requirement of obtaining an insurance policy or fidelity bonding for all persons who control or disburse funds of the Association.

O. Suspension of Use Rights. In the event that an Owner and/or Member is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid in full, the rights of such Owner and/or Member and any Tenant, Guest or Invitee of the Owner and/or Member to use the Common Area and facilities or any other Association Property. However, such suspension does not apply to that portion of Common Area used to provide access or utility services to a Lot and does not prohibit the right of an Owner or an Owner's Tenant to have vehicular and pedestrian ingress to and egress from the Lot.

P. Suspension of Voting Rights. In the event that an Owner and/or Member is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid in full, the voting rights of such Owner and/or Member. Such a suspension ends upon full payment of all obligations currently due or overdue the Association.

Q. Contracts. The Board of Directors may authorize any Officer or agent of the Association, in addition to the Officers so authorized by the Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

R. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or a director, and countersigned by the President or a Vice President of the Association.

S. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

T. Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one-hundred and twenty (120) days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

- a. The financial statements shall be prepared in accordance with generally accepted accounting principles as adopted by the Board of Accountancy and shall be based upon the Association's total annual revenues, as follows:
 - i. If total annual revenues are \$150,000.00 or more, but less than \$300,000.00, the Association shall prepare compiled financial statements.
 - ii. If total annual revenues of are at least \$300,000.00, but less than \$500,000.00, the Association shall prepare reviewed financial statements.
 - iii. If total annual revenues of are \$500,000.00 or more, the Association shall prepare audited financial statements.
 - iv. If total annual revenues are less than \$150,000.00, the Association shall prepare a report of cash receipts and expenditures in accordance with Section 720.303(7)(b)(3), Florida Statutes.

U. Competitive Bids. Pursuant to Section 720.3055, Florida Statutes, the Association shall obtain competitive bids for any contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, that exceeds ten percent (10%) of the total annual budget of the Association, including reserves. The Association shall not be required to accept the lowest bid. This provision shall not limit the ability of the Association to obtain needed products and services in an emergency and this provision shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county serving the Association. The exceptions of Section 720.3055, Florida Statutes, shall apply.

ARTICLE XVII MISCELLANEOUS

A. Interpretation. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation and the Rules and Regulations. Its interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

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

C. Severability. In the event that any provisions of these Bylaws are deemed invalid, the remaining provisions shall be deemed in full force and effect.

D. Florida Statutes. Any reference to a statute herein, including, but not limited to, the Homeowners' Association Act, the Florida Not For Profit Corporation Act, or any provision or Section therein, shall include subsequent amendments or renumbering from time to time.