

**BYLAWS  
OF  
VILLAS AT BELLAGIO HARBOR VILLAGE CONDOMINIUM ASSOCIATION, INC.**

These are the Bylaws of VILLAS AT BELLAGIO HARBOR VILLAGE Condominium Association, Inc., (the Association), a corporation not-for-profit under the laws of the State of Florida, organized for the purpose of administering that certain condominium located in Sarasota County, Florida, and known as VILLAS AT BELLAGIO HARBOR VILLAGE, a Condominium (the Condominium).

**ARTICLE I. IDENTITY**

1.1 Principal office.

The principal office of the Association shall be at: 480 Blackburn Point Road, Osprey, Florida 34229, or at such other place as may be designated by the Board of Directors.

1.2 Fiscal year.

The fiscal year of the Association shall be the calendar year.

1.3 Seal.

The seal of the Association shall bear the name of the corporation, the word "Florida", the words "corporation not-for-profit" and the year of incorporation.

1.4 Definitions.

For convenience, these Bylaws shall be referred to as the "Bylaws"; the Articles of Incorporation of the Association as the "Articles"; and the Declaration of Condominium for the Condominium as the "Declaration". The other terms used in these Bylaws shall have the same definitions and meaning as those set forth in Chapter 718, Florida Statutes. The Condominium Act (the Act), as well as those set forth in the Declaration and the Articles, unless provided to the contrary in these Bylaws, or unless the context otherwise requires.

**ARTICLE II. MEETINGS OF MEMBERS AND VOTING**

2.1 Annual meeting.

The annual meeting of the members shall be held on the date and at the place and time as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last annual meeting. The purpose of the meeting shall be to elect directors and to transact other business authorized to be transacted by the members.

## 2.2 Special meetings.

Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the president or by a majority of the Board of Directors of the Association, and must be called by the president or secretary on receipt of a written request from at least forty percent (40%) of the members of the Association entitled to vote at the meeting. Requests for a meeting by the members shall state the purpose for the meeting and business conducted at any special meeting shall be limited to the matters stated in the notice.

## 2.3 Notice of annual meeting.

Written notice of the annual meeting shall be mailed to each unit owner at least fourteen (14) days and not more than sixty (60) days before the annual meeting. A copy of the notice shall be posted in a conspicuous place on the Condominium property at least fourteen (14) days before the annual meeting. The post office certificate of mailing shall be retained as proof of the mailing. Unit owners may waive notice of the annual meeting.

## 2.4 Notice of special meetings, generally.

Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, notice of special meetings, generally, shall be in writing, shall state the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meetings, by whomever called, shall be an obligation of the Association.

## 2.5 Notice of budget meeting.

The Board of Directors shall mail a notice and a copy of the proposed annual budget to the unit owners not less than thirty (30) days before the meeting at which the Board will consider the budget.

2.6 Notice of meeting to consider excessive budget.

If a budget adopted by the Board of Directors requires assessment against the unit owners for any calendar year exceeding one hundred fifteen percent (115%) of similar assessment for the preceding year, the Board, on written application of ten percent (10%) of the unit owners to the Board, shall call a special meeting of the unit owners within thirty (30) days, or not less than ten (10) days written notice to each unit owner.

2.7 Notice of meeting to consider recall of Board members.

A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, stating the purpose of the meeting.

2.8 Notice of meeting to elect Non-Developer Directors.

Notice of a meeting to elect a director or directors from unit owners other than the Developer shall be given not less than sixty (60) days before the meeting. The meeting may be called and notice given by any unit owner if the Association fails to do so.

2.9 Quorum.

A quorum at meetings of members shall consist of persons entitled to cast, represented at the meeting either in person or by proxy, representing a majority of the voting interest of the entire membership. Absentee ballots, alone, may not be counted in determining a quorum.

2.10 Voting.

(a) Number of votes.

In any meeting of members, the owners of units shall be entitled to cast one vote for each unit owned. The vote of a condominium unit is not divisible.

(b) Majority vote.

The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding on all unit owners for all purposes unless the Act, the Declaration, the Articles, or these Bylaws require a larger percentage of vote, in which case that larger percentage shall control.

2.11 Membership-designation of voting member.

Persons or entities shall become members of the Association on the acquisition of fee title to a unit in the Condominium after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity no longer owns a unit in the Condominium. If a unit is owned by more than one natural person, any record owner of the unit may vote in person or by proxy, provided that there shall be no more than one vote per unit. In the case of conflict among the owners of the unit, the vote for that unit shall not be counted as to the matter under consideration in which the conflict arose, and whether the conflict appears by vote in person or by proxy. Ballots may be cast for units owned by corporations or partnerships by a president, vice president, a partner, or any other person designated in a written certificate filed with the secretary of the Association and signed by a president or vice president of a corporation or a partner of a partnership.

#### 2.12 Proxies; Powers of Attorney.

Votes may be cast in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the unit owner or owners (if more than one) or by the appropriate officer or partner of a corporation or partnership or other designated person mentioned in Section 2.11, or the duly authorized attorney-in-fact of that person or persons (provided the power of attorney is filed with the secretary of the Association). The proxy shall be filed with the secretary before or at the meeting for which the proxy is given. One holding power of attorney from a unit owner, properly executed and granting such authority, may vote that unit.

#### 2.13 Adjourned meetings.

If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or proxy, may adjourn the meeting from time to time until a quorum is present. The time and place to which the adjournment is taken and a notice shall be posted in a conspicuous place on the Condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

#### 2.14 Waiver of notice.

Unit owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the secretary of the Association either before, at or after the meeting for which the waiver is given.

2.15 Action by members without a meeting.

Unless otherwise prohibited by law, unit owners may take action by written agreement without a meeting, as long as written notice is given to the unit owners in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the unit owners, or a larger percentage vote as otherwise may be required by the Act, the Declaration, the Articles or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the members.

2.16 Minutes of meetings.

The minutes of all meetings of unit owners shall be kept in a book available for inspection by unit owners or their authorized representatives, and Board members at any reasonable time. The minutes shall be retained by the Association for a period of not less than seven (7) years. Unit owners and their authorized representatives shall have the right to make or obtain copies of the minutes at the reasonable expense, if any, of the Association member.

2.17 Order of business.

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

- (a) Call to order
- (b) Election of a chairman of the meeting, unless the president or vice president is present, in which case he shall preside
- (c) Election of directors
- (d) Calling of the roll, certifying of proxies, determination of a quorum
- (e) Proof of notice of the meeting or waiver of notice
- (f) Reading and disposal of any unapproved minutes
- (g) Reports of officers
- (h) Reports of committees
- (i) Unfinished business

- (j) New business
- (k) Adjournment

2.18 Actions specifically requiring unit owner votes.

The following actions require approval by the unit owners and may not be taken by the Board of Directors acting alone:

- (a) Amendments to the Declaration, except those made by the Developer pursuant to the authority provided in the Declaration and those made by recording a certificate of surveyor.
- (b) Merger of two or more independent condominiums of a single complex to form a single condominium.
- (c) Purchase of land or recreation lease.
- (d) Cancellation of certain grants or reservations made by the Declaration, a lease or other document and any contract made by the Association before the transfer of control of the Association from the Developer to unit owners.
- (e) Providing no reserves, or less than adequate reserves.
- (f) Recall of members of Board of Directors.
- (g) Other matters contained in the Declaration, the Articles or these Bylaws that specifically require a vote of the members.

2.19 Secret ballots, proxy.

Any vote to amend the Declaration to change the percentage of ownership in the common elements or the sharing of the common expense must be conducted by secret ballot. Unit owners wishing to vote a secret ballot by proxy shall be mailed a ballot slip on a paper separate from that containing the proxy and notice of meeting. The proxy shall be only for the purpose of establishing a quorum at the meeting at which the secret ballot is to be conducted, and shall not contain on its instructions as to how the proxy holder should vote the secret ballot. Provision shall be made for the secret ballot to be returned to the secretary of the Association in a sealed, unmarked envelope, separate from the proxy, which shall be placed in a larger envelope containing the sealed ballot. At the meeting at which the secret ballot is to be taken, the secretary will present the unopened envelopes to the inspectors of election, who will then examine and verify the proxies separately from the secret ballots in a manner that will ensure the

integrity of the secret vote. The inspectors of election will then tally the secret ballots of those present at the meeting together with those of the unit owners voting by proxy and announce the results.

#### 2.20 Proof of Notice of Meetings.

Any officer of the Association shall provide an affidavit, to be include in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this provision, to each unit owner at the address last furnished to the Association.

### ARTICLE III. DIRECTORS

#### 3.1 Number and qualifications.

The affairs of the Association shall be managed initially by a board of three (3) directors selected by the Developer. When unit owners other than the Developer are entitled to elect a majority of the Directors, the Board shall be composed of five (5) directors.

#### 3.2 Election of Directors.

Directors shall be elected at the annual meeting of members by a plurality of the votes cast. Each voter shall be entitled to cast votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

#### 3.3 Term.

Each Director's term of service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in Section 3.5. The members, however, at any annual meeting after the Developer has relinquished control of the Association and in order to provide a continuity of experience, may vote to create classes of directorships having a term of one, two or three years so that a system of staggered terms will be initiated.

#### 3.4 Vacancies.

Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors by the members; irrespective of the length of the remaining term of the vacating Director.

Notwithstanding the foregoing, if both the Developer and the unit owners are entitled to representation on the Board of Directors pursuant to the provisions of Section 3.20, only Developer may vote, in person or by proxy, to fill a vacancy on the Board of Directors previously occupied by a Board member elected or appointed by Developer, in which case a quorum for the purposes of that voter shall consist of a majority of units owned by Developer. Only unit owners other than the Developer may vote, in persons or by proxy, to fill a vacancy on the Board previously occupied by a Board member elected or appointed by unit owners other than Developer, in which case a quorum for purposes of that vote shall consist of a majority of unit owners other than Developer.

### 3.5 Removal.

Any Director, except those selected by the Developer, may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all voting interests. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the voting interests giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. If more than one Director is subject to recall, there shall be a separate vote on the question to remove each Director.

### 3.6 Disqualifications and resignation.

Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the secretary. The resignation shall take effect on receipt by the secretary unless it states differently.

### 3.7 Organizational meeting.

The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at a place and time that shall be fixed by the Directors of the meeting at which they are elected.

### 3.8 Regular meetings.

The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, telephone or telegraph, at least three (3) days before the day named for the meeting with the notice of each meeting posted conspicuously on the Condominium property at least forty-eight (48) hours before the meeting, except in an emergency.

### 3.9 Special meetings.



Special meetings of the Board of Directors may be called by the president and, in his absence, by the vice president, and must be called by the secretary at the written request of one third (1/3) of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three (3) days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the Condominium property at least forty-eight (48) hours before the meeting, except in an emergency.

### 3.10 Waiver of notice.

Any Director may waive notice of a meeting before, at or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when his 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.

### 3.11 Quorum.

A quorum at the meetings of the Directors shall consist of a majority of the entire Board of Directors. 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 is required by the Declaration, the Articles or these Bylaws.

### 3.12 Adjourned meetings.

If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting 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. Notice of any such adjourned meeting shall be given to the Directors who are not present at the time of adjournment and, unless the time and place of the adjourned meeting are announced at the time of adjournment, to the other Directors. Adequate notice of the adjourned meeting shall be posted conspicuously on the Condominium property at least forty-eight (48) hours in advance, except in an emergency.

### 3.13 No proxy.

There shall be no voting by proxy at any meeting of the Board of Directors.

### 3.14 Joinder in meeting by approval of minutes.

A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be

used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

3.15 Meetings open to members.

Meetings of the Board of Directors shall be open to all unit owners. Unit owners shall have the right to speak at such meetings with reference to all designated agenda items. The Association may adopt written reasonable rules governing the frequency, duration and manner of unit owner's statements at meetings of the Board of Directors. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments. Written notice of any meeting at which non-emergency special assessments will be considered shall be mailed or delivered to unit owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting.

3.16 Presiding officer.

The presiding officer at Board meetings shall be the president or, in his absence, the vice president, and in his absence, the Directors present shall designate any one of their number to preside.

3.17 Minutes of meetings.

The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by unit owners or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Unit owners and their authorized representative shall have the right to make or obtain copies of the minutes at the reasonable expense, if any, of the Association member.

3.18 Compensation.

Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.19 Order of business.

The order of business at meetings of Directors shall be:

- (a) Calling of roll
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading and disposal of any unapproved minutes

- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

3.20 Election of Directors by Unit Owners other than the Developer.

(a) One-third. When unit owners other than the Developer own fifteen percent (15%) or more of the units in any one condominium that will be operated ultimately by the Association, they shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors.

(b) Majority. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors at the earliest of:

(1) three (3) years after fifty percent (50%) of the units that ultimately will be operated by the Association have been conveyed to purchasers; or

(2) three (3) months after ninety percent (90%) of the units that ultimately will be operated by the Association have been conveyed to purchasers; or

(3) when all units that ultimately will be operated by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(4) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(5) Seven (7) years after recordation of the Declaration of Condominium. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the Condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

(c) Developer member. The Developer is entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units that ultimately will be operated by the Association.

(d) Election. Within seventy-five (75) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than sixty (60) days notice of a meeting of the unit owners to elect the member or members of the Board of Directors. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

(e) Relinquishment of control. At the time that unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall relinquish control of the Association and the unit owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the unit owners and of the Association held or controlled by the Developer, including but not limited to those items specified in the Act.

(f) Compelling compliance. In any action brought to compel transfer of Association control and election of Directors by unit owners other than the Developer, the summary procedure provided for in F.S. 51.011 may be employed, and the prevailing party shall be entitled to recover reasonable attorneys' fees.

(g) Early transfer. Nothing contained in this Section 3.20 shall be deemed to prevent the Developer from transferring control of the Association to unit owners other than the developer before the occurrence of the events described in this Section.

### 3.21 Failure to elect Director quorum.

If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any unit owner may apply to the circuit court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

## **ARTICLE IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly

authorized agents, contractors or employees, subject only to the approval by unit owners when that approval is specifically required. The powers and duties of the Board shall include, but shall not be limited to, the following:

- 4.1 Maintenance, management and operation of the Condominium property.
- 4.2 Contract, sue or be sued.

After control of the Association is obtained by unit owners other than the Developer, the Association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all unit owners concerning matters of common interest, including, but not limited to, the common elements and commonly-used facilities. The statute of limitations for any actions in law or equity that the Association may have shall not begin to run until the unit owners have elected a majority of the members of the Board of Directors.

- 4.3 Right of access to units.

The Association has the irrevocable right of access to each unit during reasonable hours as necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

- 4.4 Make and collect assessments.

Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at a rate of eighteen percent (18%) per year from the date when due, until paid. An administrative late fee in addition to interest in an amount not to exceed the greater of Twenty Five Dollars (\$25.00) or five percent (5%) of each assessment or installment of the assessment shall be due the Association on each late payment. Any payment received by the Association shall be applied first to interest accrued by the Association, then to the administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment or installment of the assessment.

- 4.5 Lease, maintain, repair and replace the common elements.
- 4.6 Lien and foreclosure for unpaid assessments.

The Association has a lien on each Condominium unit for any unpaid assessments with interest and for reasonable attorneys' fees incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Condominium unit at the foreclosure sale and to hold, lease, mortgage or convey it.

4.7 Authorize certain amendments.

If it appears that through a drafter's error in the Declaration that the common elements, common expenses or common surplus has been stated or distributed improperly, and amendment to the Declaration correcting that error may be approved by the Board of Directors or a majority of the unit owners. No unit owners except those directly affected must join in the execution of the amendment.

4.8 Adopt rules and regulations.

The Association may adopt reasonable rules and regulations for the use of the common elements, common areas and recreational facilities serving the Condominium.

4.9 Maintain accounting records.

4.10 Obtain insurance.

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the common elements.

4.11 Furnish annual financial reports to members.

4.12 Give notice of liability exposure.

If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all unit owners, who shall have the right to intervene and defend.

4.13 Provide certificate of unpaid assessment.

Any unit owner, mortgagee or other record lienholder has the right to require from the Association a certificate showing the amount of unpaid assessments respecting the unit owners condominium unit.

4.14 Pay the annual fee to the Division of Florida Land Sales and Condominium for each residential unit operated by the Association.

4.15 Approve and disapprove unit transfers and impose fees.

The Association may charge a preset fee in connection with the approval or disapproval of any proposed transfer, lease, sale or other disposition of a unit in the Condominium; provided the Association is required to approve such transfer. However, if the approval is for a renewal of a lease or sublease with the same lessee or sublessee no charge shall be made.

4.16 Contract for maintenance and management of the Condominium.

4.17 Pay taxes or assessments against the common elements or Association property.

4.18 Pay costs of utilities services rendered to the Condominium and Association property and not billed directly to individual unit owners.

4.19 Employ personnel.

The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Condominium property and may retain those professional services that are required for those purposes.

Unless otherwise prohibited by law, the Board of Directors may disapprove the prospective tenant of any unit owner who is delinquent in the payment of assessments for common expenses.

#### ARTICLE V. OFFICERS

5.1 Executive officers.

The executive officers of the Association shall be a president, who shall be a Director, a treasurer and a secretary. The officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office except that the president may not also be the secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President.

The president shall be the chief executive officer of the Association. He shall have all of the powers and duties that usually are vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate. He shall preside at all meetings of the Board.

5.3 Secretary.

The secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to

instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the president.

5.4 Treasurer.

The treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

5.5 Compensation.

The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the Condominium.

## ARTICLES VI. FISCAL MANAGEMENT

6.1 Board adoption of budget.

The Board of Directors shall adopt a budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least forty-five (45) days before the end of the fiscal year.

6.2 Budget requirements.

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- (a) Administration of the Association
- (b) Management fees
- (c) Maintenance
- (d) Taxes on Association property



- (e) Insurance
- (f) Security provisions
- (g) Other expenses
- (h) Fees payable to the Division of Florida Land Sales and Condominiums
- (i) Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting and pavement resurfacing.

#### 6.3 Notice of budget meeting.

The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the unit owners not less than thirty (30) days before the meeting at which the budget will be considered. The meeting shall be open to all the unit owners.

#### 6.4 Member rejection of excessive budget.

If a budget adopted by the Board of Directors requires assessment against the unit owners in any fiscal year exceeding one hundred fifteen percent (115%) of the assessment for the previous year, the Board, on written application of ten percent (10%) of the unit owners shall call a special meeting of the unit owners within thirty (30) days. The special meeting shall be called on not less than ten (10) days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget by not less than a majority vote of all unit owners. Provisions for reasonable reserves for repair or replacement of all the Condominium property, nonrecurring expenses and assessments for betterments to the Condominium property shall be excluded from the computation in determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in the previous year.

#### 6.5 Alternative budget adoption by members.

At its option, for any fiscal year, the Board of Directors may propose a budget to the unit owners at a meeting of members or in writing. If the proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted.

#### 6.6 Budget restraints on Developer.

As long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the previous year's assessment without approval of a majority of all unit owners.

6.7 Accounting records and reports.

The Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by unit owners or their authorized representatives at reasonable times. The records shall include, but are not limited to: (a) a record of all receipts and expenditures and (b) an account for each unit, designating the name and current mailing address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid on the account and the balance due. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months.

6.8 Fidelity bonding.

The Association shall obtain and maintain fidelity bonding of all persons who control or disburse funds of the Association. The fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The cost of fidelity bonding shall be a common expense of the Association.

**ARTICLES VII. ASSESSMENTS AND COLLECTION**

7.1 Assessments, generally.

Assessments shall be made against the unit owners not less frequently than quarterly in the discretion of the Board of Directors. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against unit owners in the proportions or percentages provided in the Declaration. Unit owners' shares of common expenses shall be in the same proportions as their ownership interest in the common elements.

7.2 Emergency assessments.

Assessments for common expenses of emergencies that cannot be paid from the annual assessment for common expenses shall be made by the Board of Directors after thirty (30) days' notice given to the unit owners. These assessments shall be paid at the time and in the manner that the Board may require in the notice of assessment.

7.3 Payment of charges.

Charges by the Association against members for other than common expenses shall be payable in advance. Charges for other than common expenses may be made only after approval of members or when expressly provided for in the Declaration or other Condominium documents. These charges may include, without limitation, charges for the use of the Condominium property or recreation area, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

#### 7.4 Liability for assessments.

Each unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the unit owner. The unit owner and his grantee in a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of the voluntary conveyance. A first mortgagee who acquires title by foreclosure or deed in lieu of foreclosure, shall be limited to the lesser of the unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the association or one percent (1%) of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required, if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

#### 7.5 Collection; Interest, application of payment.

Assessments and installments on them, if not paid within ten (10) days after the date they become due, shall bear interest at the rate of eighteen percent (18%) per year until paid. An administrative late fee in addition to interest in an amount not to exceed the greater of Twenty Five Dollars (\$25.00) or five percent (5%) of each assessment or installment of the assessment shall be due the Association on each late payment. Any payment received by the Association shall be applied first to interest accrued by the Association, then to the administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment or installment of the assessment.

#### 7.6 Lien for assessment.

The Association has a lien on each condominium unit for any unpaid assessments with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the condominium unit is located. The claim of lien shall secure all unpaid assessments, interest, costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure. The lien is subordinate to any mortgage on the condominium unit recorded before it.

7.7 Collection: suit, notice.

The Association may bring an action to foreclose any lien for assessment in the manner that a mortgage on real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the unit owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the unit owner or by certified mail, return receipt requested, addressed to the unit owner.

**ARTICLE VIII. ASSOCIATION CONTRACTS, GENERALLY**

Any contracts made by the Association before the unit owners assume control from the Developer must be fair and reasonable. All contracts from the operation, maintenance or management of the Association or property serving the unit owners, made by the Association, whether before or after assumption of control of the Association by the unit owners, must not be in conflict with the powers and duties of the Association or the rights of the unit owners. Contracts made by the Association before the unit owners assume control may be canceled by the unit owners after assumption of control in the manner and under the circumstances as provided in the Act.

**IX. ROSTER OF UNIT OWNERS AND MORTGAGEES**

Each unit owner shall file with the Association a copy of the deed or other instrument showing his ownership, together with a copy of any mortgage on his unit and any satisfaction of that mortgage. The Association shall maintain these documents in a suitable binder for reference as required in the exercise of its powers and duties.

**X. COMPLIANCE AND DEFAULT**

10.1 Notice of Violation - Remedies.

In the case of a violation (other than the nonpayment of an assessment) by a unit owner of any of the provisions of the Act, the Declaration, the Articles, these Bylaws or any lawfully adopted rules and regulations, the Association by direction of its Board of Directors may transmit to the unit owner by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of thirty (30) days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. The Association, at its option, may take the following actions:

(a) File an action to recover for its damages on behalf of the Association or on behalf of other unit owners.

(b) File an action for injunctive relief requiring the offending unit owner to take or desist from taking certain actions.

(c) File an action for both damages and injunctive relief.

A unit owner may bring an action against the Association for damages, injunctive relief, or both, if the Association fails to comply with the provisions of the Act, the Declaration, the Articles, these Bylaws or the rules and regulations.

#### 10.2 Attorneys' fees.

In any action brought pursuant to the provisions of Section 10.1, the prevailing party is entitled to recover reasonable attorneys' fees.

#### 10.3 No waiver of rights.

Neither a unit owner nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a unit owner or the purposes of the provision, except that unit owners or Board members may waive notice of specific meetings in writing.

### **ARTICLE XI. ARBITRATION OF INTERNAL DISPUTES**

Internal disputes arising from the operation of the Condominium among unit owners, the Association, their agents and assigns may be resolved by voluntary binding arbitration. Each party to the dispute first must agree to the arbitration process and, in such case, the arbitrator's decision will be final. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this Article shall preclude any party from proceeding alternatively in the manner prescribed in Article X above.

### **ARTICLE XII. LIABILITY SURVIVES MEMBERSHIP TERMINATION**

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the Condominium during the period of membership, nor impair any rights or remedies that the Association may have against the former member arising out of his membership and his covenants and obligations incident to that membership.

**ARTICLE XIII. LIMITATIONS ON UNIT OWNER LIABILITY  
FOR USE OF COMMON ELEMENTS**

Each unit owner may be personally liable for the acts or omissions of the Association relating to the use of the common elements. That liability shall be shared with other unit owners in the same percentages as their respective interests in common elements. No individual unit owner's liability shall exceed the value of his unit.

**ARTICLE XIV. PARLIAMENTARY RULES**

ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, the Articles or these Bylaws.

**ARTICLE XV. RULES AND REGULATIONS**

15.1 Board of Directors may adopt rules and regulations.

The Board of Directors may adopt and amend, from time to time, reasonable rules and regulations governing the details of the use and operation of the common elements, common areas and recreational facilities serving the Condominium.

15.2 Posting and furnishing copies.

A copy of the rules and regulations adopted from time to time by the Board of Directors, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the Condominium property and a copy furnished to each unit owner. No rule, regulation or amendment shall become effective until thirty (30) days after posting, except in the case of an emergency, in which case the rule, regulation or amendment shall become effective immediately upon posting.

15.3 Limitations on authority.

The Board of Directors may not unreasonably restrict any unit owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak on common elements, common areas and recreational facilities. The Board may not deny any resident of the Condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

15.4 Reasonableness test.

Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness and peace of mind of the unit owners and uniformly applied and enforced.

**ARTICLE XVI. RESTRICTIONS**

Restrictions contained in the Declaration and any amendments duly adopted by a vote of the unit owners shall be valid and in the nature of covenants running with the land.

**ARTICLE XVII. INDEMNIFICATION**

Every officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been an officer or Director of the Association, whether or not he is an officer or Director at the time the expenses are incurred. The officer or Director shall not be indemnified if he is adjudged guilty of gross negligence or willful misconduct or shall have breached his fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director or officer may be entitled.

**ARTICLE XVIII. DEFECTIVE CONDOMINIUM DOCUMENT,  
CURATIVE PROVISIONS**

The Association or a unit owner may petition the circuit court having jurisdiction in the county in which the Condominium property is situated to correct an error or omission in the Declaration or any other documents required to establish the Condominium, affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration or the Act. In any case, after three (3) years from the filing of the Declaration, it shall be deemed to be effective under the Act to create a condominium, whether in fact it substantially complies with the mandatory requirements of the Act or not.

## ARTICLE XIX. AMENDMENTS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

### 19.1 Notice.

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

### 19.2 Adoption.

An amendment may be proposed either by a majority of the Board of Directors or by not less than one-quarter (1/4) of the members of the Association. The amendment shall be adopted if it is approved by not less than seventy five (75%) of the votes of the entire membership of the Association.

### 19.3 Limitation.

No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment abridge, alter or amend the rights of the Developer or mortgagees of units without votes of the entire membership of the Association.

### 19.4 Recording.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws. The certificate shall be executed by the president or vice president and attested by the secretary or assistant secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county, with the Book and Page of the Public Records where the Declaration of Condominium operated by the Association is recorded being identified on the first page thereof.

### 19.5 Format.

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




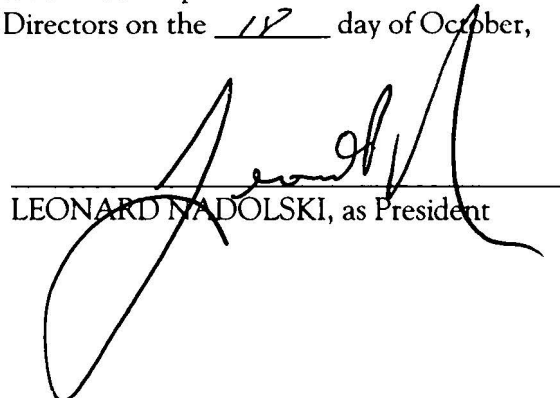
ARTICLE XX. CONSTRUCTION

Whenever the context permits or requires, 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.

The foregoing were adopted as the Bylaws of VILLAS AT BELLAGIO HARBOR VILLAGE Condominium Association, Inc., a corporation not-for-profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 17 day of October, 2006.

ATTEST:

  
\_\_\_\_\_, as Secretary

  
\_\_\_\_\_  
LEONARD NADOLSKI, as President