

This instrument prepared by:
Cindy A. Hill, Esq.
Tannenbaum Lemole & Hill
614 S. Tamiami Trail
Osprey, FL 34229

**AMENDED AND RESTATED BYLAWS OF
LEMON BAYVIEW VILLAS CONDOMINIUM ASSOCIATION, INC.
A Florida Not-For-Profit Corporation**

That heretofore, LEMON BAYVIEW VILLAS CONDOMINIUM ASSOCIATION, INC., was formed by the recording of the Declaration of Condominium of Lemon Bayview Condominium, (the “Original Declaration”), in Official Records Book 923, Pages 1151 et seq. in the Public Records of Charlotte County, Florida.

These are the Amended and Restated Bylaws of Lemon Bayview Villas Condominium Association, Inc. The original Bylaws were recorded as Exhibit “F” to the Original Declaration. Lemon Bayview Villas Condominium Association, Inc. has been organized pursuant to Chapter 718, Florida Statutes, for the maintenance, operation, and management of the Lemon Bayview Villas Condominium, located in Charlotte County, Florida.

Pursuant to Section 718.112, Florida Statutes, the Bylaws of Lemon Bayview Villas Condominium Association, Inc. are hereby amended and restated in their entirety by the recording of this Amended and Restated Bylaws of Lemon Bayview Villas Condominium Association, Inc. (the “Bylaws”).

This is a substantial rewording of the original Bylaws. See original Bylaw text and prior amendments for text that is amended by this document.

I. GENERAL

1.1 **Identity:** These are the Bylaws of Lemon Bayview Villas Condominium Association, Inc. (the “Association”). The Association was incorporated under the laws of the State of Florida on May 19, 1987.

1.2 **Purpose:** The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, as amended from time to time (the “Condominium Act”). The Condominium is identified as Lemon Bayview Villas Condominium, and is located upon certain lands in Charlotte County, Florida. The Association is operated by a Board of Directors (the “Board”). Any reference to the authority or duty of the Association to act shall mean and refer to the authority or duty of the Board to act on behalf of the Association, unless approval or action of the membership is specifically required by the terms of the Association’s Condominium Documents.

1.3 **Principal Office:** The principal office of the Association shall be located at 5095 N. Beach Rd., Englewood, FL 34223. The address of the principal office may be changed by the Board as it deems appropriate.

II. MEMBERSHIP

2.1 **Members:** All persons owning a condominium unit in Lemon Bayview Villas Condominium, which ownership is evidenced by a duly recorded deed, or other appropriate recorded instrument of conveyance, in the Public Records of Charlotte County, Florida, shall automatically be members of the Association and their respective membership shall automatically terminate as their ownership interest terminates. Membership is an incident of unit ownership and is not separately transferable.

2.2 **Voting Rights:** A unit shall have one (1) vote, which shall not be divided. The owner of each unit shall be entitled to one (1) vote, and the manner of exercising such voting rights shall be determined by these Bylaws.

2.3 **Joint Ownership and Voting Certificates:** Where an individual unit is owned by more than one (1) person, or by an entity, the vote to which such unit is entitled may be cast by any of the joint owners; however, that if more than one (1) of the joint owners cast opposing votes, no vote shall be counted for the unit. Alternatively, a unit with joint ownership may designate an authorized voting representative in a written voting certificate signed by all unit owners.

2.4 **Proxies:** Votes may be cast in person or by written proxy substantially complying with the Condominium Act, signed by the member(s) granting the proxy. 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 membership meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. Proxies shall not be used in electing the members of the Board.

III. MEETINGS OF THE MEMBERSHIP

3.1 **Annual Members Meeting:** An annual meeting of the membership shall be held on the second Tuesday of February at a time and place to be determined by the Board at a location within forty-five (45) miles of the Condominium property, for the purpose of electing directors, and for the transaction of such other business as may properly come before the meeting.

3.2 **Special Members Meetings:** Special meetings of the members may be called by the President or by a majority of the Board, or by a written request of at least twenty percent (20%) of the Association's voting interests, or as otherwise required by the Condominium Act, as amended from time to time, which request shall state a valid purpose(s) for the special meeting. All special meetings of the members shall be held at the principal office of the Association or at such other place within forty-five (45) miles of the Condominium property as may be designated by the Board, upon a date and time appointed by the Board. Business transacted at all special meetings shall be confined to the object(s) stated in the notice thereof.

3.3 **Notice of Members Meetings:** Written notice of the annual or a special members meeting shall be mailed, or hand or electronically delivered, as permitted by the Condominium

Act, to each unit owner entitled to vote, in accordance with the Florida Statutes and the Florida Administrative Code. The Association may also provide notice through an Internet-based online voting system in the manner required in the Condominium Act. The written notice shall state the date, time, place, and subjects for which the meeting is called. A copy of the notice, including an agenda for the meeting subjects, shall be delivered to the members at their mailing or email addresses, as applicable, as they appear in the records of the Association, and must also be posted in a conspicuous place on the Condominium Property at least fourteen (14) days before the meeting. Additionally, the first and second notices for the annual meeting shall be delivered within such times as stated in Section 3.4 of this Article, below. An officer of the Association, or the manager or other authorized person providing notice of the Association meeting, shall provide an affidavit of United States Postal Service certificate of mailing, or hand or electronic notice, as applicable, to be included in the official records of the Association affirming that the notice was mailed, or hand or electronically delivered to each unit owner at the address or email address last furnished to the Association.

3.4 Notices and Procedure for Elections at Members Meetings: All elections must be conducted in accordance with the Condominium Act and the Florida Administrative Code, as amended, with notice and the opportunity for the members to express the desire to be a Board candidate as follows:

A. The Association shall mail or deliver to each unit owner entitled to vote, written or electronic notice of the meeting and election in accordance with the Florida Statutes and Florida Administrative Code.

B. The first notice of the election shall be provided not less than sixty (60) days prior to the election.

C. Any unit owner or other eligible person desiring to be a candidate for the Board must give written notice to the Board not less than forty (40) days before a scheduled election.

D. The Board, together with the written notice and agenda, shall mail or hand or electronically deliver a second notice of the election to all unit owners entitled to vote together with a ballot, which shall list all candidates, in alphabetical order by surname, not less than fourteen (14) days prior to the election and meeting.

E. Upon request of a candidate, the Board shall include an information sheet, no larger than 8 ½" x 11", which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing or electronic delivery of the ballot, with the costs of mailing or delivery and copying to be borne by the Association.

F. All votes shall be anonymous and secret, either through the use of inner and outer envelope ballot procedures or by private electronic vote in an Internet-based online voting system, as set forth by the Florida Administrative Code. Elections shall be decided by the plurality of those ballots cast. There is no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of the members of the Board. There shall be no cumulative voting and no voting by proxy.

G. The regular election shall occur on the date of the annual meeting. An election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board.

3.5 **Quorum:** A majority of the voting interests represented in person or by written proxy is required to constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by the Condominium Act, as amended from time to time.

3.6 **Adjourned Meetings:** If any meeting of the members cannot be organized because a quorum has not been obtained, the meeting may be adjourned and continued as permitted in the Condominium Act until a quorum shall be present or represented. At any such continued meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as it was originally called.

3.7 **Order of Business:** The order of business at any meeting of the members shall be, as far as practical or unless otherwise determined by the chairperson, as follows:

- A. Election of Chairperson (if President or President's designee is absent).
- B. Roll call, certification of proxies, and determination of a quorum.
- C. Proof of notice of meeting or waiver of notice.
- D. Election of Directors, if applicable.
- E. Reading and approval of minutes of prior meeting, or waiver of same.
- F. Officer's Reports.
- G. Committee Reports.
- H. Unfinished Business.
- I. New Business and announcements.
- J. Adjournment.

3.8 **Action Without Meeting:** Whenever the affirmative vote or approval of the members is required or permitted by the Declaration, the Condominium Act, or these Bylaws, such action may be taken without a meeting if members entitled to cast no fewer than seventy-five percent (75%) of the votes if such meeting were held, shall agree in writing that such action can be taken and waive the necessity of such meeting. Provided, however, that if a greater percentage approval is required, then not less than such percentage must agree in writing. Provided further that the Declaration, the Articles of Incorporation, and these Bylaws may not be amended without a meeting. Notice of the action so taken shall be given in writing to all members who did not approve such action within ten (10) days of such approval.

3.9 **Unit Owner Participation in Member Meetings:** Any unit owner may tape record, videotape, or digitally record member meetings. The Board may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation in members meetings in accordance with the Condominium Act, including reasonable restrictions on the rights of unit owners to records members meetings.

IV. BOARD OF DIRECTORS

4.1 **Powers:** All of the powers and duties of the Association existing under the Condominium Act, the Declaration, the Articles of Incorporation, and these Bylaws shall be

exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required. The Board may delegate its authority to agents, contractors or employees, except where prohibited by law.

4.2 Number and Term: There shall be three (3) members of the Board. Each shall be a member of the Association or the person exercising the rights of an owner who is not a natural person. No two (2) members of a household may serve on the Board at the same time unless they own more than one (1) unit. All directors elected by the members shall be elected to serve for the term of one (1) year, or until their successors shall be elected and shall qualify.

4.3 Organizational Meeting: The organizational meeting of the Board to elect the officers shall be held at a date and time determined by a majority of the directors, but no later than ten (10) days from the date of the annual election.

4.4 Regular Meetings: Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Board.

4.5 Special Meetings: Special meetings of the Board may be called by the President, or a majority of the directors. The meeting notice shall state the purpose of the special meeting, and the Board meeting shall be limited to that stated purpose.

4.6 Notice of Board Meetings: Meetings of the Board shall be held as determined by a majority of the directors. Notice of Board meetings shall be given to each director personally or by mail, email, or facsimile transmission, and posted conspicuously forty-eight (48) hours in advance for the attention of the unit owners, prior to the day named for such meetings, except as 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 (1) of the directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. A director may attend a Board meeting via video or telephone conference call if a speaker is used at the meeting site so that the conversation of directors attending by video or telephone may be heard by all persons attending the meeting in person. Any director so attending a Board meeting may be counted toward obtaining a quorum and may vote by video or telephone. If twenty percent (20%) of the voting interests deliver a written request to the Board to address an item of business, the Board shall at its next regular meeting, or at a special meeting of the Board, but not later than sixty (60) days after receipt of the request, place the item on the Board's meeting agenda.

4.7 Special Notice of Certain Board Meetings: In addition to the notice required in Article 4.6, above, not less than fourteen (14) days' notice shall be mailed or electronically delivered, as applicable, to the unit owners and posted conspicuously on the condominium property of any Board meeting to discuss or adopt an annual budget, consider the levy of a non-emergency special assessment, and/or a proposed rule regarding unit use. Notice of any Board meeting in which regular or special assessments against unit owners are to be considered for any reason shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes for any such assessments.

4.8 Waiver Notice: Directors may waive the notice of a meeting to which they are entitled before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice to such director. Attendance at a Board meeting shall be deemed a waiver of notice unless

the director announces at the start of the meeting that the purpose of his or her attendance is to object to the meeting due to improper notice.

4.9 **Quorum:** A majority of the entire Board shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board. Board Directors who attend a Board meeting telephonically by speakerphone, video conference, or any other electronic means that enables all attending to hear and be heard, shall be counted for the determination of a quorum.

4.10 **Presiding Officer:** The chairperson at all Board meetings 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 any person to preside as chairperson at the meeting.

4.11 **Order of Business:** The order of business at Board meetings shall be, to the extent applicable:

- A. Calling of roll.
- B. Proof of due notice of meeting.
- C. Reading and disposal of any unapproved minutes, or waiver of same.
- D. Reports of officers and committees.
- E. Election of officers/officer resignations (as applicable).
- F. Unfinished business.
- G. New business.
- H. Adjournment.

4.12 **Voting Requirements:** Directors may not vote by proxy and may vote by secret ballot only for the election of officers. A Director present at a Board meeting shall be presumed to have assented to action taken at the meeting unless he or she voted against the action or abstains from voting. Directors may not abstain from voting except in the case of an asserted conflict of interest.

4.13 **Unit Owner Participation at Board Meetings:** Except for meetings with the Association's attorney to seek or render legal advice regarding litigation or anticipated litigation, or as otherwise provided in the Condominium Act or other applicable law, all Board meetings shall be open to the members. The right of members to attend Board meetings includes the right to speak at such meetings with reference to all designated agenda items, and additionally the right to ask questions relating to reports on the status of construction or repair projects, the status of revenues and expenditures during the current fiscal year, and other issues affecting the condominium. Any unit owner may tape record, videotape, or digitally record Board meetings. The Board may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation in Board meetings in accordance with the Condominium Act, including reasonable restrictions on the rights of unit owners to record board meetings.

4.14 **Elections:** The members of the Board shall be elected by written ballot, or alternatively by electronic ballot through an Internet-based online voting system in the manner

required by the Condominium Act. Proxies shall in no event be used in electing the Board, either in general elections or elections to fill vacancies.

4.15 **Vacancy:** Unless otherwise required by law, any vacancy occurring on the Board before the expiration of a term may be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. A Board member appointed or elected under this Section shall fill the vacancy for the unexpired term of the seat being filled.

4.16 **Resignation:** Any director may resign at any time. Any such resignation shall be in writing, and will take effect from the time of its receipt by the Association, unless a later date is stated in the resignation, in which case, the resignation will take effect from that date.

4.17 **Removal by Law:** Any director more than ninety (90) days delinquent in the payment of assessments shall be deemed to have abandoned the office, creating a vacancy to be filled by the remaining directors. Additionally, any director charged with a felony theft or embezzlement involving Association funds or property shall be removed from office, creating a vacancy to be filled by the remaining directors.

4.18 **Recall:** Any or all directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority vote of all voting interests. All recall proceedings and the filling of any vacancies as a result of a successful recall must comply with the provisions of the Condominium Act and the Florida Administrative Code.

4.19 **Director's Compensation:** Directors shall receive no compensation for their services. The Association may reimburse directors for any expenses or mileage charges incurred in their official capacity upon written request and after obtaining approval from the Board at a duly noticed Board meeting.

4.20 **Certification of Board Director Education:** Within ninety (90) days after election or appointment to the Board, all Directors shall provide written certification to the Secretary of the Association of compliance with the educational requirements of Section 718.112(2)(d)(4)(b), Florida Statutes, as amended from time to time, and shall further provide proof of such additional education requirements of that Section in a timely manner.

4.21 **Liability and Indemnification:** Every director and every officer of the Association shall be indemnified by the Association in the manner provided by Chapter 617, Florida Statutes, and in the Articles of Incorporation.

4.22 **Statutory Emergency Authority:** In the event of an emergency as defined in Section 718.1265, Florida Statutes, the Board shall have such powers and authority as stated in that Section.

V. OFFICERS

5.1 **Number and Election:** The executive officers shall be a President, Vice President, Secretary, and Treasurer, each of whom shall be a director, and who shall be elected annually by the Board at the organizational meeting of the Board following the annual meeting of the members.

Such assistant officers as may be deemed necessary may also be elected by the Board. While a director may hold more than one officer position, the President and the Secretary may not be the same person. Officers must be members of the Association or a person exercising the membership rights of a unit owner who is not a natural person.

5.2 **Term:** All officers shall hold office until their successors are chosen and qualified.

5.3 **President:** The President shall be the principal executive officer of the Association and shall supervise all of the affairs of the Association. The President shall preside at all meetings of the members and the Board, and shall sign all contracts, conveyances, and instruments in the name of the Association, except those which the Board specifies may or shall be signed by other authorized persons as permitted by law.

5.4 **Vice President:** In the absence of the President, the Vice President shall perform his or her duties, and when so acting, shall have all of the powers and responsibilities of the President. The Vice President shall also assist the President generally and exercise such other powers and perform such other duties as may be designated by Board.

5.5 **Secretary:** The Secretary shall keep the minutes of all Board and membership meetings. The Secretary shall attend to the giving and serving of all meeting notices to the members and directors, and other notices required by law and the Association's governing documents; keep the records of the Association; and perform all other duties as may be required by the Board. The Board shall have the authority to delegate specific duties of the Secretary to the Association's manager.

5.6 **Treasurer:** The Treasurer shall maintain the financial records of the Association, which such records shall be reviewed annually as required by the Condominium Act. The Board shall have the authority to delegate specific duties of the Treasurer to the Association's manager and/or a financial professional.

5.7 **Removal:** Any officer may be removed from his office by a majority vote of the Board at a duly noticed meeting, and the vacancy created thereby shall be filled by an election of the directors at the same meeting.

5.8 **Resignation:** Any officer may resign his office at any time, any such resignation is to be made in writing, and will take effect from the time of its receipt by the Association, unless some time be fixed in the resignation, in which case, the resignation will take effect from that date.

5.9 **Management:** The Board may employ the services of a community association manager or management company, and/or other employees and agents as they shall determine appropriate to actively manage, operate and care for the Condominium Property, with such powers and duties and at such compensation as the Board may deem appropriate and provide by resolution from time to time. Such manager, employees, and/or agents shall serve at the pleasure of the Board.

5.10 **Committees:** The President or a majority of the Board may designate from among the Association's members one (1) or more committees to assist the Board in an advisory capacity for any purpose deemed appropriate by the Board. However, such committees shall not have the

authority to contractually bind the Association and shall only have limited powers to the extent specifically designated by the Board. Committee members shall serve at the pleasure of the Board until such members resign, or are removed or replaced by the Board.

VI. FINANCES

6.1 **Loans:** No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. The Board may authorize the pledge and assignment of any regular or special assessments and the lien rights of the Association as security for the repayment of such loans.

6.2 **Checks/Drafts:** All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed or electronically authorized by the President and/or such officer or officer, agent or agents of the Association and in such manner as shall from time to time be determined by a resolution of the Board.

6.3 **Deposits:** All funds of the Association not otherwise employed shall be deposited to the credit of the Association in such FDIC insured banks or other secure depositories as the Board may select.

6.4 **Fiscal Year:** The fiscal year of the Association shall begin on the 31st day of December of each year.

6.5 **Accounts:** Receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as applicable:

A. **Current Expenses:** Current expenses shall include all receipts and expenditures to be made within the year for which receipts are budgeted and may include a reasonable allowance for contingencies and working funds. At the end of each year, any such funds may, at the discretion of the Board, be applied to reduce the assessment for current expenses for the succeeding year.

B. **Reserves for Deferred Maintenance and Replacement, and/or Structural Integrity:** Reserves for deferred maintenance and replacement shall include funds for maintenance and replacement of items which occur less frequently than annually; statutory structural integrity reserves, if applicable; and such other reserves required by the Condominium Act.

C. **Betterments:** Reserves for betterments shall be used for capital expenditures for additional improvements or additional personal property that will become part of the Common Elements.

6.6 **Budget:** The Board shall adopt the annual budget on or before December 14 of each year. The budget shall include the estimated expenses and estimated revenues and funds required to defray the current expenses and provide funds for reserves. Members shall be given written notice of the time and place of the meeting of the Board at which the budget will be considered not less than fourteen (14) days prior to the meeting.

6.7 **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 of the Association's accounts for the preceding fiscal year, pursuant to the provisions of the Condominium Act. Within twenty-one (21) days after the financial report is completed by the Association, or received from the third party preparing the report, but not later than one hundred 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 is available upon request at no charge to the member.

6.8 **Fidelity Bonds:** The Association shall obtain and maintain adequate insurance or fidelity bonding on all persons who control or disburse Association funds, including without limitation, those individuals who are authorized to sign checks and the Association President, Secretary, and Treasurer. The insurance policy or 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 premiums on such bonds shall be paid by the Association as a common expense.

VII. AMENDMENTS

7.1 **Amendments:** These Bylaws may be amended by a majority vote of the members at a duly noticed membership meeting. Any such approved amendment shall be effective when recorded in the Public Records of Charlotte County, Florida.

7.2 **Execution and Recording:** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by officers of the Association with all the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Charlotte County, Florida.

7.3 **Prohibited Amendments:** No amendment shall make any change to the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages or other liens upon the Condominium. No amendment shall be made which is in conflict with the Condominium Act or the Declaration.

7.4 **Correction of Errors:** If there is an unintentional omission or error in this Declaration or in the other Condominium Documents, the Board may correct the error or omission by following the procedure set forth in the Condominium Act, as amended.

VIII. RULES AND REGULATIONS

The Board may from time to time adopt rules and regulations governing all aspects of the condominium property. All such rules and regulations shall be furnished to each unit owner and subsequent purchasers of units and shall be available in the office of the Association. However, the failure to do so shall not invalidate any rule or regulation.

IX. FINES AND ENFORCEMENT

9.1 Authority to Levy Fines: In addition to other enforcement remedies provided by the Association, the Association may levy and impose a fine for each violation by the Unit Owner, or the Unit Owner's tenant, invitee, occupant, licensee, guest, or visitor, of the Declaration, these Bylaws, or the Rules and Regulations. A fine shall not become a lien against a Unit unless otherwise provided in the Condominium Act.

9.2 Notice of Hearing: After levying a fine, the Board shall provide written notice to the Unit Owner and the person sought to be fined at least fourteen (14) days in advance of the hearing before a committee. The notice shall be sent by regular mail or by certified mail, return receipt requested. Notice shall be complete upon mailing. The notice shall include the following: a statement of the date, time and place of the hearing; a short statement of the provisions of the Declaration, Bylaws, or Rules and Regulations which have been allegedly violated; and a short plain statement of the matter(s) asserted by the Association to constitute the violation.

9.3 Due Process: The party against whom a fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and verbal argument on all issues involved and shall have an opportunity at a hearing before a committee to review, challenge, and respond to any material considered by the Association. Hearsay shall be admissible; however, the committee shall determine what weight, if any, it is given. The hearing shall be conducted before a panel of at least three (3) unit owners appointed by the Board, who shall be referred to collectively as the Fining Committee. None of the members of the Fining Committee may simultaneously be serving as a Board director or a person simultaneously residing in any director's household. If the Fining Committee, by majority vote, which may be taken by secret ballot, rejects the fine, a fine may not be imposed. The Fining Committee's determination shall be transmitted to the Board, which shall impose the fine if it is confirmed by the Fining Committee. After a fine is imposed, the Association shall provide a written demand for payment to the person fined. The Board may adopt additional rules, regulations and policies to fully implement the Association's fining authority. The Association shall substantially comply with these requirements.

9.4 Amount of Fine: No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing. However, no continuing fine shall in the aggregate exceed \$1,000, unless otherwise authorized by the Condominium Act.

9.5 Payment of Fine: The owner of a unit upon which a fine has been imposed shall be jointly and severally liable for the payment of a fine levied against the owner's tenant, invitee, occupant, licensee, guest, or visitor. The Association may also elect to post and maintain an unpaid fine on the Unit Owner's account for a period not to exceed ten (10) years. The Unit Owner shall be liable for all attorneys' fees and costs incurred by the Association incident to the levy or collection of a fine, including but not limited to the filing and prosecution of a lawsuit.

9.6 Suspension of Use and Voting Rights: In the event that a Unit Owner becomes more than ninety (90) days delinquent in the payment of a fine, fee, or other monetary obligation due to the Association, the Association may suspend the use rights to the Common Elements by

that Unit Owner, and/or the Unit Owner's tenant(s), guest(s), or invitee(s), as applicable, as provided in the Condominium Act. This does not apply to Common Elements needed to access the Unit or the Condominium Property. Also, in the event of such monetary delinquency, the Association may suspend that Unit Owner's voting rights as provided in the Condominium Act.

X. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Florida law, the Condominium Act, the Declaration, the Articles, these Bylaws, or Rules and Regulations adopted from time to time by the Board to regulate the participation of Unit Owners at Board, membership, and committee meetings, and to otherwise provide for orderly corporate operations.

XI. CONFLICT

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

XII. CONSTRUCTION

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

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