

BY-LAWS

OF

OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC.

Article I. Name and Address of Corporation.

- 1) The name of this Corporation is  
OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC.
- 2) The principal office of the Corporation is  
Harbor Boulevard and Brinson Avenue, Port Charlotte, Florida.

Article II. Purposes.

This Corporation is organized for the purpose of being a condominium association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of the Condominium, to-wit: OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Condominium to which these By-Laws are attached, and further to exercise all powers granted to a condominium association under the Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in its capacity as a condominium association.

Article III. Directors and Officers.

A. Directors.

- 1) The affairs of the Corporation shall be managed by a Board of Directors composed of five (5) persons (except as to the first Board of Directors, whose members are designated in the Articles of Incorporation, and who shall serve until the first annual meeting of members, or until their successors are elected and shall qualify).
- 2) Directors shall be elected by the members at the annual meeting of members and shall hold office until their successors are elected and shall qualify.

At least ten (10) days before the annual meeting, a complete list of members entitled to vote at such election, together with the residence of each, shall be prepared by the Secretary. Such list shall be open at the office of the Corporation for ten (10) days prior to the election, for the examination of every member and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present.

At the first annual meeting of the members, directors shall be elected for a term of one (1) year.

Directors shall be elected as follows:

Nominations shall be from the floor at the annual membership meeting, and a vote shall be had by written ballot. The five (5) persons receiving the highest number of votes shall be declared elected.

No person shall be a director who is not a member of the Corporation, except the persons designated as the first Board of Directors by the Articles of Incorporation, and except that a member of the Board of Directors need not be a member of the Corporation if the membership shall adopt a resolution to that effect.

No director shall receive or be entitled to any compensation for his services as director, but shall be entitled to reimbursement for all expenses sustained by him as such, if incurred upon the authorization of the Board.

**B. Officers.**

The officers of the Corporation shall be: a president, a vice-president, a secretary and a treasurer, all of whom shall be appointed by the Board of Directors. All said officers shall be members of the Board of Directors. The Board of Directors may appoint such additional officers as they deem necessary who need not be members of the Board of Directors. The officers named in the Articles of Incorporation shall serve until the first regular meeting of the Board, and at such meeting the Board shall elect the aforesaid officers. Officers elected at the first meeting of the Board shall hold office until the next ensuing annual meeting of directors following the next succeeding annual meeting of members or until their successors shall have been elected and shall qualify.

**C. Resignation, Vacancy, Removal.**

Any director or officer of the Corporation may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Corporation. The acceptance of a resignation shall not be necessary to make it effective.

When a vacancy occurs on the Board, the vacancy shall be filled by the remaining members of the Board at their next meeting, by electing a person who shall serve until the next annual meeting of members, at which time a director shall be elected to complete the remaining portion of the unexpired term.

When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board and shall qualify.

A majority of members of the Corporation present at any regular or special meeting duly called, may remove any director or officer for cause affecting his ability or fitness to perform his duties.

**D. Executive Committee.**

The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee, to consist of two or more members of the Board, which, to the extent provided in the resolution, shall have and exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation, and may have power to authorize the seal of the Corporation to be affixed to all papers which may require it. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required.

**Article IV. Powers and Duties of the Corporation and the Exercise Thereof.**

The Corporation shall have all powers granted to it by law, the Declaration of Condominium to which these By-Laws are attached, the Condominium Act as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration of Condominium, these By-Laws, or by law; and the aforementioned powers of the Corporation shall include but shall not be limited to the following:

- 1) All of the powers specifically provided for in the Declaration of Condominium and the Condominium Act.
- 2) The power to levy and collect assessments.

- 3) The power to levy and collect special assessments.
- 4) The power to expend moneys collected for the purpose of paying the common expenses of the Corporation.
- 5) The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the common elements.
- 6) The power to insure and keep insured the buildings and improvements of the condominium as provided for and limited by the Declaration.
- 7) The power to employ the personnel required for the operation of the common elements.
- 8) The power to pay utility bills for utilities serving the common elements.
- 9) The power to contract for the management of the condominium and to delegate to its contractor as manager all of the powers and duties of the Corporation, except those things which must be approved by the members.
- 10) The power to make reasonable rules and regulations and to amend them from time to time, and see to it that all members are notified of such changes in the rules and regulations as may be enacted.
- 11) The power to improve the condominium property subject to the limitations of the Declaration.
- 12) The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and the regulations promulgated by the Corporation.
- 13) The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from unit owners for violation of the provisions of the condominium documents.
- 14) The power to pay all taxes and assessments which are liens against the common elements.
- 15) The power to deal with and approve or disapprove all leases and conveyances of condominium parcels within the terms of the Declaration, and pursuant thereto, if required.
- 16) The power to select depositories for the Corporation's funds, and to determine the manner of receiving, depositing, and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed, when not signed, as otherwise provided by these By-Laws.
- 17) The power to possess, enjoy and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.
- 18) The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and in Article XXIV entitled "Recreational Facilities" of the Declaration of Condominium to which these By-Laws are attached, including but not limited to the Lease Agreement, executed simultaneously with the aforementioned Declaration, which Lease Agreement has been appended to said Declaration as Exhibit #4.

19) The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the unified and uniform maintenance, operation, repair and upkeep of the condominium's property and of the recreation facilities under lease to the Condominium Association in accordance with the provisions and intent of Article XXVIII of the Declaration of Condominium.

(a) In any such contract or undertaking, the Association may agree that the cost of maintaining, operating, repairing and keeping up the condominium property and the recreational facilities to the extent that such maintenance, operation, upkeep and repair are the obligations of the Condominium Association, may be prorated on a weighted average basis among the various condominiums in CHARLOTTE SQUARE, which shall have entered into contracts with the managing agent, firm or corporation similar to the one entered into by this Corporation, providing only that such proration shall be on a fair and equitable basis and shall apply to all such costs and expenses of management, maintenance, repair and upkeep as are not readily susceptible to cost accounting or direct application to this Corporation or to another of the condominiums or condominium associations in CHARLOTTE SQUARE.

(b) Said contract may provide that the total operation of said managing agent, firm or corporation shall be at the cost of this Corporation and all other condominiums at CHARLOTTE SQUARE. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds handled and managed by the managing agent. Such fee may, if the contract so provides, be another cost of the management function to be borne by this Condominium Association on a prorata basis.

(c) If a majority of the condominium associations or like governing bodies of condominiums or other multi-family dwellings who have entered into leases similar to that appended to the Declaration of Condominium as Exhibit #4 as to the recreational facilities shall require it, this Association shall enter into a contract with them and the person, firm, corporation or real estate management agent to provide the services mentioned in this subparagraph 19) upon such terms and conditions as the majority of such associations shall determine, providing only that all similar associations who are lessees of such leases shall join in said contract or undertaking.

(d) Any contract or undertaking the Association is required to enter into under this subparagraph 19) shall, in addition to any other provisions the parties may desire, have a provision allowing it to be terminated on ninety (90) days notice if three-fourths (3/4) or more of the associations and like parties entering into it shall require its termination. An orderly method of termination may be provided for in such contract.

(e) Nothing in this subparagraph 19) or in the Declaration of Condominium shall be deemed to require the Association to maintain the interior of any condominium unit, or to enter into any contract or undertaking to provide for the maintenance or upkeep of the interior of the condominium units of the Condominium. Furthermore, should anything in this subparagraph 19) conflict with the terms of the Lease appended to the Declaration of this Condominium as Exhibit #4, the provisions of said Lease shall control.

- 20) The power to establish the office of additional officers of this corporation and to appoint all officers.

Article V - Duties of Officers

1) The President shall:

- (a) act as presiding officer at all meetings of the corporation and of the Board of Directors.
- (b) call special meetings of the Board of Directors and of members.
- (c) sign with the Treasurer, if the Board of Directors so requires, all checks, promissory notes, deeds, and other instruments on behalf of the corporation, except those which the Board of Directors specifies may be signed by other persons.
- (d) perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.
- (e) appoint committees and to be ex-officio member of all committees, and render an annual report at the annual meeting of members.

2) The Vice President shall:

- (a) act as presiding officer at all meetings of the corporation and of the Board of Directors when the President is absent.
- (b) perform other acts and duties required of the President, in the President's absence.
- (c) perform such other duties as may be required of him by the Board of Directors.

- 3) Should the President and the Vice President be absent from any meeting, the directors shall select from among their members a person to act as chairman of the meeting.

4) The Secretary shall:

- (a) attend all regular and special meetings of the members of the corporation and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.
- (b) have custody of the corporate seal and affix same when necessary or required.
- (c) attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings; keep membership books, and receive all applications for membership, for transfer and lease of units, and present such application to the Board, at its next regular meeting.
- (d) perform such other duties as the Board may determine and on all occasions in execution of his duties, act under the superintendence, control and direction of the Board.
- (e) have custody of the minute book of the meetings of directors and members, which minute book shall at all times be available at the office of the corporation for the information of directors and officers, and act as transfer agent to record transfers and regulations in the corporate books.

5) The Treasurer shall:

- (a) attend all meetings of the membership and of the Board of Directors.
- (b) receive such monies as shall be paid into his hands for the account of the corporation, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the corporation which he shall keep safely deposited.
- (c) supervise the keeping of accounts of all financial transactions of the corporation in books belonging to the corporation, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board at least ten (10) days prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the corporation for the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the members at the annual meeting, and make all reports required by law.

The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. And in the event the corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

Article VI - Membership

1) Membership in the corporation is limited to owners of the condominium units. Membership is automatically conferred upon acquisition of condominium unit, as evidenced by the filing of a deed to such unit, or as provided in the Declaration for transfer of membership upon the death of a unit owner. Membership is an incident of ownership, and is not separately transferrable.

2) The owner of a unit shall be entitled to cast one vote at all meetings of the members. If a condominium parcel is owned by more than one owner, there shall nevertheless be only one membership assigned to such parcel, and the vote for such membership shall be cast by the person designated in writing by all of the owners of said parcel, and in the absence of such a writing, such vote shall not be counted.

3) Membership in the corporation may be transferred only as an incident to the transfer of title to a condominium parcel in the manner provided in the Declaration of Condominium, and shall become effective upon the recording of a deed to such condominium parcel.

4) Membership shall terminate upon the transfer of title to a condominium unit, or upon the death of the owner of a condominium parcel.

Article VII - Meetings, Special Meetings, Quorums, Proxies

A. Meetings of Members

1) Place of Meetings. All meetings of the corporation shall be held at the office of the corporation, or may be held at such time and place as shall be stated in the notice thereof.

2) Annual Meetings. Annual members' meetings shall be held at the office of the corporation upon a date appointed by the Board of Directors, which shall fall between the 15th day of January and the 20th day of February, in each and every calendar year subsequent to 1974. No meeting shall be held on a legal holiday. The meeting shall be held at such time as the Directors shall appoint from time to time.

3) Special Meetings. Special meetings shall be held whenever called by the President, or by a majority of the Board of Directors and must be called by the Secretary, upon receipt of a written request from members of the corporation owning a majority of the condominium units. Business transacted at all special meetings shall be confined to the objects and action to be taken as stated in the notice of meeting.

4) Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the corporation at least twelve (12) hours prior to the meeting. A proxy shall be valid and entitle the holder thereof to vote until revoked in writing by the grantor, such revocation to be lodged with the Secretary, or until the death or legal incompetence of the grantor.

5) Quorum. A quorum for the transaction of business at the annual meeting or any special meeting shall consist of a majority of the unit owners being present, either in person or by proxy; but the unit owners present at any meeting, although less than a quorum, may adjourn the meeting to a future date.

6) Voting Required to Make Decisions. When a quorum is present at any meeting, a vote of a majority of the members present in person or by proxy shall decide any question brought before the meeting, unless the Declaration or these By-Laws or any applicable statute provide otherwise, in which event the vote prescribed by the Declaration or the By-Laws or such statute shall control.

#### B. Directors' Meetings

1) Annual Meeting. The annual meeting of the Board of Directors shall be held at the office of the corporation, immediately following the adjournment of the annual meeting of members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate, in which event no notice need be sent to the directors, once said schedule has been adopted.

2) Special Meetings. Special meetings of the Board of Directors may be called by the President, on five (5) days' notice to each director (in writing) to be delivered by mail or in person. Special meetings may also be called on written request of three (3) directors. All notices of special meetings shall state the purpose.

3) Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be terminated without further notice.

#### Article VIII - Notice.

1) Annual Meeting. Written notice of the annual meeting of members shall be served upon or mailed to each member entitled to notice, at least ten (10) days prior to the meeting.

2) Special Meetings. Written notice of a special meeting of members stating the time, place and object of such meeting, shall be served upon or mailed to each member entitled to vote at least five (5) days prior to such meeting.

3) Waiver. Nothing herein is to be construed to prevent unit owners from waiving notice of meetings or acting by written agreement without meetings.

#### Article IX - Procedure.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and the By-Laws of the corporation or with the Statutes of the State of Florida.

#### Article X - Assessments and Manner of Collection.

The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay the common expenses of the Condominium. Common expenses include those expenses described in Article XIVB of the Declaration of Condominium and any other expenses designated as common expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Condominium Act.

Funds for the payment of common expenses shall be assessed against and shall be a lien against the condominium parcels in the proportion or percentage of sharing common expenses provided in the Declaration of Condominium, as provided in the Declaration of Condominium and the Condominium Act. The Board of Directors shall not assign nor transfer the powers to make regular assessments.

Regular assessments shall be paid by the members on a monthly basis.

Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide. The Board of Directors may allow its managing agent or manager to make special assessments in emergencies upon the happening of such unusual circumstances and upon such conditions as the Board may authorize.

When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each condominium parcel owner. Assessments are payable at the office of the corporation.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the condominium, in which even the Board of Directors may increase or decrease the amount of an assessment, and make such adjustments in cash, or otherwise, as they shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in assessments shall be given to all unit owners.

Assessments shall not include charges for utilities separately charged and metered to each apartment, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any unit.

Assessments are due on the dates stated in the notice of assessment, and thereafter shall bear interest at eight (8) percent per annum until paid.

In the event an assessment is not paid within fifteen (15) days of the date it is due and payable, the corporation, through the Board of Directors, may proceed to enforce and collect said assessment from the delinquent owner in any manner provided for by the Condominium Act, the Declaration and these By-Laws. Each condominium parcel owner shall be individually responsible for the payment of assessments against his unit and for the payment of reasonable attorneys fees and costs incurred by the corporation in the collection of sums due, and the enforcement of any lien held by the corporation.

#### Article XI - Fiscal Matters.

1) Fiscal Year. The fiscal year of the corporation shall begin on the first day of January in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year, at such time as the Board of Directors deems it advisable.

2) Depositories. The funds of the corporation shall be deposited in a bank or banks in THE STATE OF FLORIDA in an account for the corporation under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Treasurer, the President, or the Vice President, or such other persons as the Board may authorize. The Board may require more than one signature on checks and bank drafts. Said funds shall be used only for corporate purposes.

If necessary, and demanded by mortgagees, separate accounts shall be established to maintain and disburse escrow funds, required by mortgagees, to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting condominium parcels.

3) Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Corporation, and from any contractor handling or responsible for corporation funds. The premiums for such bonds shall be paid by the Corporation.

4) Records. The Corporation shall maintain accounting records according to good practice which shall be open to inspection by unit owners at reasonable times. Such records shall include a record of receipts and expenditures for each unit owner which shall designate the name and address of the unit owner, the date of each assessment and the amount of each assessment, the amounts paid upon the account, and the balance due, a register for the names of any mortgage holders or lien holders who have notified the Corporation of their liens, and to which lienholders the Corporation will give notice of default, if required.

5) Annual Statement. The Board of Directors shall present at each annual meeting a full and clear statement of the business and condition of the Corporation.

6) Insurance. The Corporation shall procure, maintain and keep in full force and effect, all insurance required by the Declaration, pursuant to the provisions of the Declaration.

#### Article XII - Administrative Rules and Regulations.

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the common elements, and such other rules and regulations as are designed to prevent unreasonable interference with the use of the units, limited common elements and common elements by the members, and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members, and uniform in their application and effect.

Those restrictions appearing in the article of the Declaration of Condominium entitled "Purpose and Use Restrictions" are declared to be house rules and regulations, and, in addition, the following regulations are adopted:

- 1) Condominium units may not be used for any business or commercial use whatsoever.
- 2) No pets shall be permitted in any condominium unit, except upon written approval of the Board of Directors.

#### Article XIII - Violations and Default.

In the event of a violation (other than non-payment of an assessment by a unit owner) of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Corporation, the Charter, or any provisions of the Condominium Act, the Corporation, after reasonable notice to cure, not to exceed fifteen (15) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to injunctive relief, and, in the event of a failure to pay assessments, the right to foreclose its lien provided in the Condominium Act; and, in every such proceeding the unit owner at fault shall be liable for court costs and the Corporation's reasonable attorneys' fees. If the Corporation elects to enforce its lien by foreclosure, the unit owner shall be required to pay a reasonable rent for his condominium parcel during the litigation and the Corporation shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Corporation without waiving the lien securing such unpaid assessments.

#### Article XIV - Amendment of By-Laws.

Subject always to the provisions of Article VIII entitled "Amendment to Declaration" of the Declaration of Condominium, these By-Laws may be amended, modified or rescinded in accordance with Article VIII of the Declaration of Condominium, or by a resolution adopted by a majority of the Board of Directors at any duly called meeting of the Board; and thereafter submitted to the members at any duly convened meeting of the members and approved by a two-thirds (2/3) vote of the members present or by proxy, provided there is a quorum, and further provided that the notice of such meeting of members specifying the proposed change is given in the notice of meeting and further provided that the voting requirements of Paragraph 9 of Article VIII of the Declaration

of Condominium are met in full, in the appropriate cases. Notice may be waived by any member. Any member of the Corporation may propose an amendment to the Board and the Board shall act upon such proposal at its next meeting.

Article XV - Validity.

If any by-law, regulation or rule shall be adjudged invalid, such fact shall not affect the validity of any other by-law, rule or regulation.

Article XVI - Recreation Facilities.

Article XXIV of the Declaration of Condominium entitled "Recreational Facilities", as the same is constituted from time to time, and all exhibits referred to therein and incorporated into the Declaration by reference therein, are incorporated herein by reference as if fully set out herein. The Corporation has or shall have all the power and authority necessary to effectuate the letter and intent of that Article XXIV and to enter into, ratify and join in amendments to any contract, lease or other undertaking referred to therein. This Article XVI of these By-Laws shall not be amended except in accordance with the provisions of the Declaration of Condominium pertaining thereto, and in particular any provisions of Article XXIV of the Declaration which shall pertain thereto and nothing herein shall be construed to limit the power or authority of the Corporation to enter into the Lease, contracts or undertakings contemplated by Article XXIV of the Declaration, it being the intention of this Article XVI of these By-Laws to parallel and not to restrict the power and authority of the Corporation in regard to the recreational facilities as the same are contemplated by the aforementioned Article XXIV of the Declaration of Condominium.

Article XVII - Construction to be Consistent with Declaration of Condominium.

These By-Laws and the Articles of Incorporation of the Corporation shall be construed, in case of any ambiguity or lack of clarity, consistent with the provisions of the Declaration of Condominium.

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THE FOREGOING were adopted as the By-Laws of:

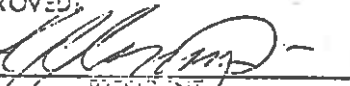
OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC.

a corporation not for profit under the laws of the State of Florida, at a meeting of the members of said Corporation duly noticed, at which all members were present, by the unanimous vote of the members, on the 8th day of November, 1973.

  
SECRETARY

David A. Doheny

APPROVED:

  
PRESIDENT  
C. C. Crump



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CHARLOTTE SQUARE CONDOMINIUMS  
MANAGER'S OFFICE - RECREATION CENTER  
PORT CHARLOTTE, FLORIDA 33962  
March 20, 1981

BY-LAWS  
Proposed for the  
CHARLOTTE SQUARE CONDOMINIUM UNIT OWNERS ASSOCIATION

Article I. Name

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The name of this organization shall be The Charlotte Square Condominium Unit Owners Association, hereinafter referred to simply as THE ASSOCIATION.

Article II. Purpose

The purpose of THE ASSOCIATION shall be to maintain and improve the quality of life on Charlotte Square through the adoption of the following three declarations:

1. Each organized House Association on Charlotte Square shall continue to be responsible for the management of its own internal affairs, issues and problems.
2. The Executive Council of the Charlotte Square Condominium Unit Owners Association shall be responsible for the handling of Common Area and Square-wide interests and problems.
3. The special covenants, procedures and restrictions enumerated in the following articles are designed to centralize responsibility for solving Square-wide problems, for maintaining a fiduciary relationship between Unit Owners and Management, and for developing increased personal security for all Charlotte Square residents. Their provisions shall be followed and enforced as delineated in each Article.

Article III. Membership

All Unit Owners in the organized Houses of Charlotte Square shall automatically become members of THE ASSOCIATION and from time to time will be asked to vote upon major issues requiring a two-thirds vote of all Unit Owners. Each living unit shall entitle its owner (or co-owners) to cast one vote. Owners of two or more living units may cast one vote for each unit owned.

Article IV. Composition of the Executive Council

-The president of the Board of Directors of each organized House on the Square shall automatically become a Regular Member of the Executive Council, and the Manager of Charlotte Square shall serve as an ex officio (non-voting) member. If a Regular Member cannot attend a particular Council meeting, the vacated responsibilities and voting rights shall always be delegated to a Board Member from the same House. Moreover, to provide further assurance that each House will be represented at each meeting of the Council, each individual asked to replace his House president temporarily should backstop in the same fashion his own possible inability to attend a particular Council meeting.

Article V. Duties of the Executive Council

The primary function of the Executive Council shall be to serve as the ACTION GROUP of THE ASSOCIATION while maintaining a fiduciary relationship with those Unit Owners. Its concern shall include, among others, the following matters:

1. Establishing and distributing the funds of a Common-area budget which will simplify the solution of Common-area problems.
2. Centralizing and strengthening the enforcement of our Common-area regulations, restrictions and covenants.
3. Providing equitable solutions to those "gray-area" problems which overlap Common-area concern and individual House internal management. (An example of such a problem would arise if House "X", for instance, proposed to build carports of a design which a majority of the Houses believe would be detrimental to all residents of the Square.)

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RECEIVED - Andy G. Alexander, Clerk  
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OFFICIAL RECORDS

4. Informing the Boards of Directors in the constituent Houses, as promptly as possible, of the motivations and actions of the Executive Council.

#### Article VI. Officers of the Executive Council

Section 1. Identity and Election. There shall be three officers of the Executive Council; President, Vice President, and Secretary and they must be members of the Executive Council. The officers shall be elected by the Members of the Council, (normally, by secret ballot), shall serve at the will of the Council, and may be removed at any meeting by a simple majority vote of the full membership of the Council. The three officers shall always be drawn from three different Houses. Their term of office shall be for one year, but no limit shall be placed upon the number of times an individual may be re-elected to serve in an official capacity.

#### Section 2. Duties of Each Officer.

- A. President. The President shall preside over the meetings of the Council, and give general supervision to its work; shall propose all committee appointments and seek their confirmation by the Council; shall compose the agenda for all regular and special meetings of the Council, enlisting as needed the help of his fellow officers and others useful in this task; and shall perform all other duties incident to this office.
- B. Vice President. The Vice President shall preside over Council meetings in the absence of the President; shall see that notices of the regular and special meetings of the Council are posted on the bulletin boards of all constituent Houses; and shall perform all other duties incident to this office.
- C. Secretary. The Secretary shall preside over Council meetings in the absence of the two senior officers; shall compose in tabular form the minutes of the regular and special meetings of the Council, enlisting as needed the aid of the Manager's secretary in this task; shall see that two copies of these minutes are delivered to the constituent Houses not later than the Monday morning following the Council meeting; and shall file, once they are approved, all Council minutes for future reference.

#### Article VII. Meetings of the Executive Council

Section 1. Regular Meetings. The Executive Council shall hold regular meetings during the first week of each month from October through May. The agenda for each meeting shall follow this format;

- |                                     |  |
|-------------------------------------|--|
| A. Roll Call                        | F. Old Business  |
| B. Reading of the Minutes           | G. New Business  |
| C. Report of the Manager            | (Council members may present items not listed on the Agenda) |
| D. Reports, if any, by the Officers | H. Adjournment   |
| E. Reports of the Committee         |  |

Section 2. Annual Meeting. The regular meeting held during the first week of February each year shall also be known as the Annual Meeting. The primary item on the agenda for the Annual Meeting shall be the election of the Council's officers to serve for the succeeding twelve months.

Section 3. Special Meetings. The Executive Council may call and convene special meetings whenever necessary to handle emergency issues. All meetings called during the four months from June through September shall be classified as Special Meetings. Normally, no business other than that specified in the call for the meeting shall be transacted at such times.

Section 4. Quorum. A quorum must be present at all meetings of the Council. At Regular and Special Meetings, a majority of the regular membership shall constitute a quorum.

#### Section 5. Standing Rules of Order.

A. Robert's Rules of Order shall govern the Executive Council in all instances in which they are not inconsistent with the By-Laws of the Council. Voting on controversial issues shall be by written ballot, with each member and officer entitled to a vote. When an issue is deeply controversial, the Executive Council shall go into an informal negotiating session in an effort to reach a solution acceptable to all of its members. The informal session shall be limited to a reasonable length of time, this to be set by a majority vote of the Council.

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- B. When feasible, a Council Member who makes a motion during a Council meeting should hand a written copy of that motion to the Secretary.
- C. All regular Council meetings shall be open to the Unit Owners of Charlotte Square. Visitors, however, may participate in Council proceedings only when requested to do so. Unit Owners wishing to place some particular item on the Council's agenda should operate through their respective House president.
- D. Any officer of the Executive Council may be removed from office by a simple majority vote of the full Council membership.

#### Article VIII. Committee Structure of the Council

Section 1. Committee of the Whole. In at least four areas the Council shall function as a "Committee of the Whole." (Sub-committees may serve in these areas, but their reports shall be reviewed by the entire Council.) The four areas are:

- A. To make certain that all Unit Owners are equally assessed for the support of the common items (i.e., Square-wide items) in annual budgeting.
- B. To determine that all service contracts are drawn in the best interest of our Unit Owners.
- C. To screen individuals seeking personal employment in Charlotte Square, ranking preferentially the applicants interviewed.
- D. To compose, distribute and post rules and regulations governing our recreational facilities, to assist in their enforcement, and to seek the cooperation of all Unit Owners in their enforcement.

Section 2. One-person Committee Reporting to the Council. To conserve the energies of all persons involved, the President of the Council shall make frequent use of one-person ad hoc committees for tasks accomplished most easily by one person acting alone; for example, for the acquirement of needed information; or for checking upon the condition of the physical facilities in the common areas; or for the promotion of Square-wide competition in such games as tennis, shuffleboard, bridge or chess; or for seeking the aid of a State agency or official to solve a local problem. After the one-person committee report, decision-making shall rest with the Council as a whole.

#### Article IX. Specific Covenants of the Association

Section 1. Sale of Unit. The sale of any living unit in Charlotte Square shall be to a single family only. No person under the age of 18 can purchase or reside in one for a period longer than thirty days. Prior approval of buyers shall be processed through the Board of Directors in the constituent House involved and through the Manager's office.

Section 2. Rental of Units. To prevent our constituent Houses from resembling commercially-operated apartment-hotels, the following restrictions shall be maintained;

- A. No living unit shall be rented for a period of less than three months. The present rental approval form with its required despoits or a revised version of that form shall be processed through the Manager's office.
- B. A copy of the rules and regulations shall be handed the renters upon their arrival.
- C. All Unit Owners desiring to rent out their apartments are used to give careful consideration to the following advantages of processing their entire rental procedure through our own Manager's office:

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1) The close cooperation between our Manager and the Boards of Directors in our constituent Houses assures all Unit Owners of a greater security, better protection of their property, and the assurance that services paid for will surely be received. 2) Copies of House rules and regulations as well as copies of recreation-area regulations will assuredly be placed in the hands of all incoming renters. 3) A fee for the rental service will be determined by the Executive Council.

### Section 3. Maintenance Contracts.

- A. If possible, at least three bids shall be secured by the Manager for any new maintenance service contract. However, competition bids are unnecessary in those instances when satisfactory service contracts are being renewed for another year.
- B. At an early Fall meeting of the Executive Council each year, the service contract bids secured by the Manager shall be reviewed and the most desirable one in each instance shall be approved by Council action.
- C. In those instances where a service contract does not require application to all our Houses (for example, our past police security contract,) any House not wanting the service offered may reject it.

Section 4. Annual Budget. Each year at either the October or November meeting of the Executive Council, the Manager shall present the proposed budgets for each of the constituent Houses for the succeeding calendar year. The Council shall review the common-area segment in the proposed budget, and assist the Manager in making any desirable revisions. Final approval of the proposed budget shall be by individual House Boards.

Section 5. Pets. No pets of any kind shall be permitted in any of the constituent Houses in Charlotte Square. In those few instances in which a Unit buyer was misled by a salesman into believing he could bring his pet with him and did so upon first taking up residence there, a "grandfather clause" shall apply. That is, the pet now living in a constituent House unit with its owner whose residence here has been uninterrupted, may remain until its death or other disposal. But in no instance may a pet be replaced with a successor of any kind; and in no instance shall any pet be allowed in the common areas of Charlotte Square or the limited common areas of our constituent Houses. Current rules governing the control of pets still present in the Square shall be posted on our respective House bulletin boards, and must be obeyed. Violators will be fined and possibly prosecuted.

Section 6. Recreation Area Rules and Regulations. The use of our recreation facilities shall be limited to Charlotte Square Unit Owners, renters, and House guests. Non-House guests are welcome when accompanied by the Unit Owner inviting them. AN IDENTITY BADGE MUST BE WORN AND VISIBLE WHEN ANY PERSON IS USING ONE OF OUR RECREATION FACILITIES. These identify badges, procurable from either the Manager or the Unit Owner, must be returned to either the Manager or Unit Owner by renters or guests upon their departure from the Square. The complete lists of specific rules governing the use of our swimming pools, tennis courts, shuffleboard courts, barbecue pits, sauna room and billiard room are all approved by the Executive Council and the Manager of Charlotte Square. They comply with State law, with the By-Laws of our constituent House Associations, and with local ordinance. Future revisions of them shall also comply with these three requirements. If additional facilities are developed in the future, rules governing their use shall similarly be devised. Copies of recreation area rules and regulations shall be posted on or near the facilities themselves and/or upon the bulletin boards of our respective Houses. They must be obeyed. Violators of them will be fined.

Section 7. Remaining Common-Area Regulations. Rules governing our driveways, trash bin usage, and parking areas are also approved by the Executive Council and the Manager of Charlotte Square. They, too, comply with State law, with the By-Laws of our constituent House Associations, and with local ordinance. Copies of them are posted on or near the facilities themselves and/or upon the bulletin boards of our respective Houses. They must be obeyed.

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Article X. The Making of Further Covenants or Regulations

Section 1. Common-area Issues. Upon all issues which are common-area in scope, the Executive Council shall within itself have full authority to make needed decisions; to review existing covenants, restrictions and regulations if and when they become needed. However, in all actions taken by the Executive Council with respect to common-area issues and problems, a two-thirds majority vote by the full membership of the Council shall be required before new changes shall be put into force.

Section 2. Issues Overlapping Common-area and Individual House Concern. If and when overlapping or "gray-area" issues arise, any decision made by the Executive Council shall require a two-thirds majority vote of the full membership of the Council, followed by a ratification of that decision by a two-thirds majority vote of the Boards of Directors in our organized constituent Houses. Upon a few major issues of this character (as, for example, the approval or subsequent revision of these By-Laws,) the Executive Council may well decide to poll all Unit Owners in the organized Houses of Charlotte Square and require a two-thirds favorable vote by them as well as by their respective Boards of Directors before putting a new decision into force.

Article XI. Incorporation of These By-Laws into The By-Laws of Each Constituent House Association

To give additional force to THE ASSOCIATION and its goals of simplifying and centralizing the management of common interests and problems, of providing strong enforcement of covenants and regulations, and of increasing personal security for all residents of Charlotte Square, adoption of these proposed By-Laws shall automatically create a new Article XVIII of the present By-Laws of each House Association. The added Article XVIII (?) shall thus become an addendum to the present By-Laws of each House and will serve to increase the strength and permanence of THE ASSOCIATION.

Article XII. Revision of These By-Laws

These By-laws may be revised at any regular meeting of the Executive Council provided that:

- A. The Boards of Directors in the constituent Houses are notified of the intended revision thirty days before the date upon which the vote by the Council will take place.
- B. The proposed revisions are approved by a two-thirds majority vote of the Council's full regular membership.
- C. The proposed revisions are subsequently approved within sixty days by a two-thirds majority vote of each organized Houses on the Square.

By, Leslie C. Caswell President  
ESSEX HOUSE OF PORT CHARLOTTE, INC.  
Dorothy Allen Vice President  
Bernard McCarthy Treasurer  
Louise B. Clark Secretary

STATE OF FLORIDA

COUNTY OF CHARLOTTE

I hereby certify that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared:

Leslie C. Caswell, Dorothy Allen, Bernard McCarthy,

and Louise B. Clark to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same. Witness my hand and official seal in the County and State last aforesaid this 14 day of December, 1981.

NOTARY  
Nether Mary Koch Notary Public  
My Commission Expires: March 19, 1984

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RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:



Ernest W. Sturges, Jr., Esq.  
Goldman, Tiseo & Sturges, P.A.  
701 JC Center Court, Suite 3  
Port Charlotte, Florida 33954

**CERTIFICATE OF AMENDMENT TO  
BYLAWS OF  
OXFORD HOUSE OF PORT CHARLOTTE – A CONDOMINIUM, INC.**

THIS CERTIFICATE is made to reflect and document an Amendment, Restatement and Modification of the Bylaws of Oxford House of Port Charlotte – A Condominium, Inc. The Bylaws of Oxford House of Port Charlotte – A Condominium, Inc. have been recorded in the Public Records of Charlotte County as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a. Bylaws of Oxford House of Port Charlotte – A Condominium, Inc. (Date) November 9, 1973	440/239 <i>et seq.</i>

The undersigned officers of the Board of Directors of Oxford House of Port Charlotte – A Condominium, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. The Bylaws of Oxford House of Port Charlotte – A Condominium, Inc. is hereby amended in accordance with Exhibit "A" attached hereto and entitled Amended and Restated Bylaws.

2. This Amendment of the Bylaws of Oxford House of Port Charlotte – A Condominium, Inc. was proposed by duly adopted resolution, and approved by a vote of not less than two-thirds (2/3s) of the entire voting interest in the Association.

Executed this 7<sup>th</sup> day of APRIL, 2015, at PORT CHARLOTTE, Florida.

**OXFORD HOUSE OF PORT CHARLOTTE – A  
CONDOMINIUM, INC.**

By:   
Name: Peter Kraus  
Its: President

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of APRIL, 2015, by PETER KRAUS, who is personally known to me or produced \_\_\_\_\_ as identification.



SEAL

CYNTHIA M. CLARK  
MY COMMISSION # FF 147823  
EXPIRES: August 4, 2018  
Bonded Thru Budget Notary Services

Cynthia M. Clark  
NOTARY PUBLIC

CYNTHIA M. CLARK  
Printed name of notary

By: Kathy Bastian  
Name: Kathy Bastian  
Its: Secretary

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of APRIL, 2015, by KATHY BASTIAN, who is personally known to me or produced \_\_\_\_\_ as identification.



SEAL

CYNTHIA M. CLARK  
MY COMMISSION # FF 147823  
EXPIRES: August 4, 2018  
Bonded Thru Budget Notary Services

Cynthia M. Clark  
NOTARY PUBLIC

CYNTHIA M. CLARK  
Printed name of notary

**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**OXFORD HOUSE OF PORT CHARLOTTE – A CONDOMINIUM, INC.**

**SUBSTANTIAL REWORDING OF BYLAWS -**  
**SEE CURRENT BYLAWS FOR CURRENT TEXT**

1. Identity. These are the Amended and Restated Bylaws (hereinafter "Bylaws") of Oxford House of Port Charlotte – A Condominium, Inc., a Florida not-for-profit Corporation formed for the purpose of administering Oxford House of Port Charlotte, a Condominium (hereinafter "the Condominium") which is located at 21267 Gertrude Avenue, Port Charlotte, Florida, upon the lands described in the Declaration of Condominium (the corporation may hereafter be referred to as the "Association").

1.1. Office. The office of the Association shall be c/o Charlotte Square Condominiums, Manager's Office, 2296 Aaron Street, Port Charlotte, Florida 33952, or such other location within Charlotte County, as may from time to time be determined by the Board of Directors.

1.2. Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3. Seal. The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4. Definitions. All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Articles of Incorporation for the Association, the Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes, 2012), all as amended from time to time.

2. Member's Meetings.

2.1. Annual Meetings. Annual members' meetings shall be held on the premises of Oxford House in Charlotte Square, 21267 Gertrude Avenue, Port Charlotte, Florida 33952. The annual meeting shall be held on the date and time determined by the



Board for the purpose of transacting any business authorized to be transacted by the members.

2.2. Special Meetings. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of written notice from 25% of the voting interests of the Association. Members' meetings to recall a member or members of the Board of Directors may be called by 10% of the voting interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(k), Florida Statutes (2012), as amended from time to time.

2.3. Notice of Members' Meetings. Notice of all members' meetings, stating the time, place, and purpose(s) of the meeting, shall be sent to each Unit Owner by United States regular mail, unless waived in writing, at least 14 days prior to the meeting as to annual meetings and 10 days as to special meetings. Hand delivery and electronic notice is acceptable where permissible by law. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4 next following. An officer of the Association or other person providing notice shall execute an affidavit of mailing per Section 718.112(2)(d)(2), Florida Statutes (2012), as amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a conspicuous location, designated by Board resolution, on the Condominium Property.

Notice of specific meetings may be waived before or after the meeting and 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 his (or his authorized representative'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 is not lawfully called.

2.4. Board of Directors Election Meetings – Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting.

2.4.1. Not less than 60 days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a

written ballot which shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

2.4.2. There is no quorum requirement necessary for an election. However, at least fifty-one (51%) of the Units must cast a ballot in order to have a valid election and elections shall be decided by a plurality of those votes cast.

2.4.3. In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become members of the Board after the annual meeting.

2.4.4. It is the intention of this Article 2.4 to "opt out" of the statutory election procedures found at Section 718.112(2)(d), Florida Statutes (2012). To this end, the Board may establish additional election rules as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws relative to election procedures is sufficient.

2.5. Quorum/Voting. A quorum at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the entire membership. Decisions made by a majority of the voting interests present and voting, in person or by proxy, at a meeting at which a quorum is present shall be binding and sufficient for all purposes except such decisions as may be required by Chapter 718, Florida Statutes (2012) or the Condominium Documents require a larger percentage in which case the percentage required in Chapter 718, Florida Statutes (2012), or the Condominium Documents shall govern. To the extent lawful, Unit Owners may join in any action taken at a meeting of the members through written approval of such action executed after the meeting, and such approval shall be as though the Unit Owner duly approved the action of the meeting in question.

2.6. Indivisible Vote. Each Unit shall have one indivisible vote. If a Unit is owned by multiple individuals, such as a husband and wife, any record owner may vote on behalf of the Unit. If a Unit is owned by a corporation, any officer may vote on behalf of said corporation. If a Unit is owned by a partnership, any partner may vote on behalf of the partnership. If a Unit is owned in trust, any grantor, trustee or beneficiary of a trust shall be entitled to vote. A unit owner of a combined unit shall only be entitled to a single vote. Any person asserting the right to vote on behalf of a Unit owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are required.

2.7. Proxies. Votes may be cast in person or by proxy. Only Unit Owners or the spouse of a Unit Owner may be delegated to hold proxies, provided that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as an eligible proxy holder. An eligible proxy holder may hold no more than five (5) proxies. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Except as specifically otherwise provided by law, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter which Chapter 718, Florida Statutes (2012) requires or permits a vote of the Unit Owners. Provided, however, that it is the intention of this provision to "opt-out" of the requirements of the Statute to the extent that Unit Owners who are given the opportunity to vote by limited proxy, but declined to do so, may grant general powers (including the right to vote with respect to designated agenda items) to the holder of their proxy. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile, electronic or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

2.8. No Quorum. If any meeting of members cannot be organized because a quorum is not present, or if insufficient voting interests are represented to approve a proposed item of Association business, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

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

2.9.1. Call to order by the President;

2.9.2. At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or a Director);

2.9.3. Appointment by the Chair of inspectors of election;

2.9.4. Election of Directors;

2.9.5. Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;

2.9.6. Proof of notice of the meeting or waiver of notice;

2.9.7. Disposal of unapproved minutes;

2.9.8. Reports of officers;

2.9.9. Reports of committees;

2.9.10. Unfinished business;

2.9.11. New business;

2.9.12. Adjournment.

2.10. Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of voting interests to approve the action. Members may also consent in writing to action taken at a meeting, before or after the meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

2.11. At the annual meeting of the corporation, a Director shall also be elected to serve on the Charlotte Square Condominium Association, Inc. Board of Directors. This Director shall be elected in the same manner as the Directors elected to serve on the Oxford House of Port Charlotte, a Condominium, Inc. Board of Directors. A member may, but is not required to, serve as a Director for the Charlotte Square Condominium Association, Inc. and the Oxford House of Port Charlotte, a Condominium, Inc.

### 3. Board of Directors.

3.1. Number, Term, and Qualifications. The affairs of the Association shall be governed by a Board composed of not less than three (3) nor more than five (5) Directors. The Board of Directors shall determine the number of Directorships for the upcoming year no earlier than ninety (90) prior to the date of the Annual Meeting for said year. All

Directors shall be Unit Owners or the spouse of a Unit Owner. When a Unit is owned by a corporation, a partnership, or similar entity, the Primary Occupant, as designated pursuant to the Declaration of Condominium, and the spouse of the Primary Occupant shall be eligible for Board membership. Settlers or grantors of a trust described in Section 733.707, Florida Statutes (2012), which owns a unit, and beneficiaries as defined in Section 737.303(4)(b), Florida Statutes (2012), of a trust which owns a unit, and the spouses of such persons, shall be considered eligible for Board membership. Beneficiaries and their spouses must occupy the unit in order to be eligible for Board membership. Persons who are convicted felons, who have not had their civil rights restored, are not eligible to serve on the Board. All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. The Directors shall be divided into two classes, each class consisting of at least two (2) Directors, and such classifications based on the time for which they hold office. Each Director shall hold office until his or her successor shall be elected and shall qualify. At the annual meeting held in 2012, the three (3) Directors who receive the highest number of votes shall be elected for a term of two (2) years and the two (2) Directors who receive the fewest number of votes shall be elected for a term of one (1) year. In the event that there is a tie in the number of votes which would determine if a Director would serve a one (1) or a two (2) year term, the remaining newly elected directors shall determine by majority vote which of the affected Directors shall serve a one (1) year term and which shall serve a two (2) year term. In the event all five (5) Directors receive an equal number of votes, the Directors shall decide amongst themselves by a majority vote who shall serve either a one (1) or a two (2) year term. At each annual meeting and election thereafter the successor to the class of Directors whose terms shall expire that year shall be elected for a term of two (2) years, so that the term of one class of Directors shall expire in each year. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act, or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

3.2. Board Vacancies. Vacancies in the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term as provided in Article 3.1; provided that when a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board, and when a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.

3.3. Organizational Meeting. The organizational meeting of each newly-elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting of the members.

3.4. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile at least two days prior to the day named for such meeting.

3.5. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than two days' notice of the meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting.

3.6. 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.

3.7. Notice to Owners of Board Meetings. Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously as provided in Section 2.3 of these Bylaws at least 48 continuous hours in advance of the meeting for the attention of Unit Owners, except in an emergency. If closed circuit television is available, the Board may use same for posting notices, as permitted by law. Meetings at which a regular monthly or quarterly Assessment is to be considered shall contain a statement that Assessments will be considered and the nature of such Assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered, shall be mailed or delivered (including electronic delivery as provided by law) to the Unit Owners and posted conspicuously as provided in Section 2.3 of these Bylaws not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice and shall be filed among the official records of the Association.

3.8. Owner Participation in Board Meetings. Meetings of the Board of Directors at which a majority of the members of the Board are present, shall be open to all Unit Owners. Unit Owners may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to otherwise by the Board. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Unless otherwise provided by the Board, each Unit Owner is entitled to speak for three minutes with reference to designated agenda items. Board meetings subject to the attorney-client privilege shall not be subject to Unit Owner observation.

3.9. Board Meetings, Quorum and Voting. The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall

be obligated to include any item on the agenda for a Board meeting, if requested, in writing, by any Board Member or by any Member of the Association at least five (5) days prior to said Board meeting. A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of the Board of Directors present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum or counted as official vote for the Board's meeting. Directors may participate telephonically in Board meetings, as provided by law.

3.10. Presiding Officer. The presiding officer at Directors' meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.11. Director Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred and approved in writing by the Board of Directors.

4. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Condominium Act, and the Condominium Documents, all as amended from time to time, 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 such is specifically required. The powers of the Directors shall include, but shall not be limited to, the following:

4.1. To Assess. The Directors shall adopt budgets and make and collect special and periodic Assessments against owners to defray the costs of the Association.

4.2. To Expend Association Funds. The Directors shall use the proceeds of Assessments in the exercise of its powers and duties.

4.3. To Maintain the Condominium Property. The Directors shall maintain, repair, replace, and operate the property within the Condominium.

4.4. To Adopt Regulations. The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and

to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Condominium.

4.5. To Reconstruct After Casualty. The Directors may reconstruct the Units, Common Elements, Limited Common Elements, and Association Property improvements after casualty and to further improve the property, as specified in the Declaration of Condominium.

4.6. To Approve Transfers. The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Condominium, and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the Lease of Units, the Board may require the posting of a security deposit to protect against damages to the Common Elements or Association Property, in the manner provided by law.

4.7. To Enforce. The Directors may enforce by legal means the provisions of applicable laws and the Condominium Documents, and to interpret said Condominium Documents, as the final arbiter of their meaning.

4.8. To Contract. The Directors may contract for management, maintenance, and operation of the Condominium.

4.9. To Insure. The Directors shall carry insurance for the protection of the Unit Owners and the Association, pursuant to requirements contained in the Declaration of Condominium and Chapter 718, Florida Statutes (2012), both as amended from time to time.

4.10. To Pay Utility Bills. The Directors shall pay the cost of all utility services rendered to the Condominium and not billed to Owners of individual Units.

4.11. To Hire and Discharge. The Directors may employ personnel and designate other officers to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12. To Sue and Be Sued. The Directors may bring and defend suits and other proceedings and may exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

4.13. To Deal in Real and Personal Property and Borrow Money. Directors may make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, Leases, and other instruments by its officers and to purchase, own, Lease, convey, and encumber real and personal property. The Directors may grant easements and licenses

over the Condominium Property necessary or desirable for proper operation of the Condominium.

4.14. To Enter Into Contracts for Products and Services. All contracts for the purchase, Lease, or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (not including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers, landscape architects, and community association managers, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency, or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Section, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty days' notice. Materials, equipment, or services provided to a condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section. The Association may opt out of competitive bidding requirements, by a Unit Owner vote, in the manner provided by law.

4.15. To Levy Fines. The Directors may, pursuant to Section 718.303, Florida Statutes (2012), impose fines against a Unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws by Owners, occupants, licensees, tenants, and invitees.

4.15.1. A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

4.15.2. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the Unit Owner listed in the official records of the Association, and as to tenants, to the mailing address for the Unit. Said notice shall include:

- (a) A statement of the date, time, and place of the hearing;
- (b) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions, or laws which have allegedly been violated; and

(c) A short and plain statement of the matters asserted by the Association.

4.15.3. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee which is comprised of three (3) Unit Owners, who are not Members of the Board of Directors, their spouses or other occupant of the Unit owned by a Director or their spouse. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining hearings), at trial, and on appeal. Unit Owners shall be jointly and severally liable for the payment of fines levied against tenants, guests, invitees, or other occupants of a Unit.

4.16. To Appoint Committees. The Directors may appoint committees and delegate to such committees those powers and duties of the Association as the Board deems advisable. All committees and committee members shall serve at the pleasure of the Board. Committees of the Association as defined in the Section 718.103(7), Florida Statutes (2012), as amended from time to time, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

4.17. To Ensure Fire Safety Compliance. The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium Units with the applicable Fire and Life Safety Code.

4.18. To Approve the Installation of Hurricane Shutters. The Directors shall adopt hurricane shutter specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board, provided that the Board may condition approval upon the Unit Owner's agreement to execute appropriate documentation regarding same.

4.19. To Exercise Emergency Powers. In the event of any "emergency" as defined in Paragraph 4.19.10 below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207,

Florida Statutes (2012), and Section 617.0303, Florida Statutes (2012), all as amended from time to time.

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

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

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

4.19.4. The Board may change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year, as long as the annual meeting is held no more than eighteen (18) months after the prior annual meeting date.

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

4.19.6. The Board may use reserve funds to meet Association needs, and may use reserve funds as collateral for Association loans. By adoption of this provision, the owners specifically authorize the Board to use reserve funds for nonscheduled purposes in the event of an emergency pursuant to Section 718.112(2)(f)3., Florida Statutes, as may be amended from time to time. The Board may adopt emergency assessments with such notice deemed practicable by the Board.

4.19.7. The Board may adopt emergency Rules and Regulations governing the use and occupancy of the units, common elements, limited common elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

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

4.19.9. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

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

(a) a state of emergency declared by local civil or law enforcement authorities;

(b) a hurricane warning;

(c) a partial or complete evacuation order;

(d) federal or state "disaster area" status;

(e) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,

(f) an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Unit Owners, the Condominium Property, or Association Property.

4.20. To Enter Into Contracts and Borrow Money. The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

## 5. Officers.

5.1. Executive Officers. The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. Assistant officers need not be Directors.

5.2. President – Power and Duties. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3. Vice President – Powers and Duties. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4. Secretary – Powers and Duties. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and 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 affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Association, except those of the Treasurer. He shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5. Treasurer – Powers and Duties. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the members. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6. Officers' Compensation. Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

6. Indemnification.

6.1. Indemnity. The Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the

membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

6.2. Defense. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 6.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

6.3. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 6.

6.4. Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

6.5. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Association, or a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

6.6. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 6 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

6.7. Delegation. To the extent permitted by law, the powers and duties of the Directors and officers may be delegated for the purpose of management.

7. Minutes and Inspection of Records. Minutes of all meetings of Unit Owners and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in Section 718.111(12), Florida Statutes (2012), as amended from time to time, shall be available for inspection by Unit Owners and Board members at all reasonable times. Provided, however, that the Directors may

adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

8. Fiscal Management. Shall be in accordance with the following provisions:

8.1. Budget. The budget shall be adopted by the Board. A proposed annual budget of Common Expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include expenses of security, in-house communications, Directors and officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be Common Expenses under these Bylaws. The proposed budget shall include reserves per Section 718.112(2)(f)2, Florida Statutes (2012), as amended from time to time, the funding of which may be waived or reduced by the Owners. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present (in person or by proxy) and voting at a duly called meeting of the Association, or by the written approval of a majority of the entire voting interests. The budget will contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each member as provided in Article 8.2 hereof. If an adopted budget requires Assessments against the Unit Owners in any fiscal or calendar year which exceed 115 percent of the Assessments for the preceding year, the Board upon written application of 10 percent of the voting interests to the Board, shall call a special meeting of the Unit Owner within 30 days upon not less than 10 days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and enact a budget. The adoption of the budget requires a vote of not less than a majority vote of all the voting interests. The Board of Directors may propose a budget to the Unit Owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all the voting interests in writing, the budget is adopted. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether Assessments exceed 115 percent of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property must be excluded from the computation.

8.2. Mailing. A copy of the proposed annual budget shall be mailed or hand-delivered to the Unit Owners not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting.

8.3. Assessments. The annual shares of the Unit Owners of the Common Expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and shall become delinquent 15 days thereafter. The Association shall have the right to accelerate Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

8.4. Special Assessments. Assessments for Common Expenses which are not provided for and funded in the budget or an amendment to the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such Assessments shall be considered shall be posted and mailed to each Unit Owner as provided in Article 3.7 hereof, except in the event of an emergency. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future Assessments.

8.5. Assessment Roll. The Assessments for Common Expenses and Charges shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Unit Owners. Such roll shall indicate for each Unit the name and address of the Owner, and the Assessments and Charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Unit's account may be relied upon for all purposes by any person for whom made.

8.6. Liability for Assessments and Charges. A Unit Owner shall be liable for all Assessments and Charges coming due while the Owner of a Unit, and such Owner and Owner's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by abandonment of the Unit for which the Assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure, such mortgagee and its successors and assigns shall only be liable for such Unit's Assessments, Charges, or share of the Common Expenses which became due prior to acquisition of title as provided in the Florida Condominium Act (2012), as amended from time to time.

8.7. Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, interest, late fees, and reasonable attorney's fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.

8.8. Lien for Charges. Unpaid Charges due to the Association together with costs, interest, late fees, and reasonable attorney's fees shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

8.9. Collection – Interest; Administrative Late Fee; Application of Payments. Assessments and installments thereof not paid within fifteen (15) days from the date when they are due shall incur a late fee and after thirty (30) days bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the Assessment for which payment is late, or the maximum 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. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees incurred, and then to the Assessment payment first due.

8.10. 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, and 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 thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent Units and may withhold approval for the sale, Lease, or other transfer of a Unit, or any interest therein, until all past due Assessments, interest, late fees, costs, and attorney's fees have been paid in full. The Association must deliver or mail by certified mail to the Unit Owner a written notice of its intention to foreclose the lien as provided by law.

8.11. 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.

8.12. Association Depository. The Depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent private insurance such as insurance placed through the Securities 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, Inc. and insured by SIPC or equivalent industry insurance. 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 checks or other withdrawal instruments signed by those persons as are authorized by the Directors.

8.13. Commingling of Funds. All funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes (2012), as amended from time to time, no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes (2012), as amended from time to time, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

8.14. Financial Reports. A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22, Florida Administrative Code (2012), as amended from time to time, and with Section 718.111(13), Florida Statutes (2012), as amended from time to time.

8.15. Fidelity Bonding. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 718.111(11)(d), Florida Statutes (2012), as amended from time to time, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. 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 insured under said policy.

9. Parliamentary Rules. Robert's Rules of Order (latest edition) shall be used as a guide in the conduct of members' meetings, Board meetings, and committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings unless he or the Board of Directors designates a third person, as Parliamentarian, shall be binding unless contrary to law.

10. Bylaw Amendments. Amendments to the Bylaws shall be adopted in the following manner:

10.1. Proposal of Amendments. An amendment may be proposed by a majority of the Directors, or by twenty-five percent (25%) of the entire voting interests.

10.2. Proposed Amendment Format. Proposals to amend existing Bylaws shall contain the full text of the article 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 BYLAWS. SEE BYLAW NUMBER \_\_\_\_ FOR PRESENT TEXT."

10.3. Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4. Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3rds) of the voting interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of two-thirds (2/3rds) of the entire voting interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

10.5. Effective Date. An amendment when adopted shall become effective after being recorded in the Charlotte County Public Records according to law.

10.6. Automatic Amendment. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes (2012) Chapter 617, Florida Statutes (2012), 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 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 deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2012), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10.7. Proviso. Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the record Owner of the

Unit concerned and all record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

11. Dispute Resolution.

11.1. Mandatory Arbitration. If unresolved, disputes between the Board and Unit Owners as defined in Section 718.1255(1), Florida Statutes (2012), as amended from time to time, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

11.2. Unit Owner Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within 30 days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Unit. In the event of a grievance of a Unit Owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of 30 days in which to resolve the grievance. A Unit Owner is limited to one (1) written inquiry within a thirty (30) days period.

11.3. Official Records Inspection. A Unit Owner shall have the right to inspect the official records of the Association in accordance with Section 718.111(12), Florida Statutes (2012). Official Records inspections shall be limited to one (1) inspection every thirty (30) days.

11.4. Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Unit Owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

12. Miscellaneous. The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

12.1. Conflicts. The term "Condominium Documents," as used in these Bylaws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

1. Declaration of Condominium;
2. Articles of Incorporation;
3. Bylaws; and,
4. Rules and Regulations.

12.2. 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.

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