

This Instrument Prepared by and Return to:
Charles W. McKinnon, Esq.
McKinnon & Hamilton, PLLC
3055 Cardinal Drive, Suite 302
Vero Beach, FL 32963
Courthouse Box #79

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RECORDED IN THE PUBLIC RECORDS OF
JEFFREY R SMITH, CLERK OF COURT
INDIAN RIVER COUNTY FL
BK: 3585 PG: 720 Page 1 of 20 11/23/2022 10:19 AM

CERTIFICATE OF AMENDED AND RESTATED

BYLAWS OF

THE KENTUCKY CLUB CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED, being the President and Secretary of **The Kentucky Club Condominium Association, Inc.**, a Florida not for profit corporation, hereby certify that after the adoption of a Resolution proposing the Amended and Restated Bylaws, at a duly called meeting of the Board of Directors, not less than seventy-five percent (75%) of the voting members of the Association at a duly called meeting of all of the owners of condominium units in the condominium, held on the 15th day of November, 2022, in accordance with the requirements of Florida law, and of the Bylaws of The Kentucky Club Condominium Association, Inc., as recorded in Official Record Book 1339, Beginning at Page 2520, Public Records of Indian River County, Florida, affirmatively voted to amend and restate the Bylaws as attached hereto.

IN WITNESS WHEREOF, the undersigned President of the Association has executed this Certificate of Amended and Restated Bylaws, this 21 day of November 2022.

THE KENTUCKY CLUB CONDOMINIUM ASSOCIATION, INC.

By: Phyllis Cronin
Phyllis Cronin, President

(CORPORATE SEAL)

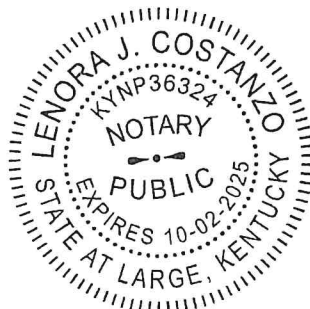
STATE OF KENTUCKY)
COUNTY OF Fayette) ss.

I HEREBY CERTIFY that before me, a Notary Public, personally appeared in physical presence Phyllis Cronin, the President of **The Kentucky Club Condominium Association, Inc.**, who has produced KY DL# C95 672 452 as identification or who is personally known to me to be the person described in the foregoing instrument and who has acknowledged before me that she executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 21st day of November, 2022.

Lenora J. Costanzo
Name: LENORA J. COSTANZO
Notary Public

(Affix Seal)



IN WITNESS WHEREOF, the undersigned Secretary of the Association has executed this Certificate of Amended and Restated Bylaws, this 21st day of November, 2022.

THE KENTUCKY CLUB CONDOMINIUM
ASSOCIATION, INC.

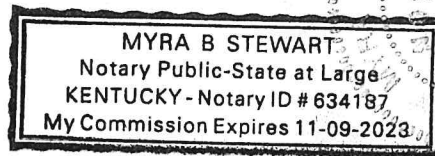
By: Pamela K. Price
Pamela K. Price, Secretary

STATE OF KENTUCKY)
) ss.
COUNTY OF LOGAN)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared in physical presence Pamela K. Price, the Secretary of **The Kentucky Club Condominium Association, Inc.**, who has produced State DL as identification or who is personally known to me to be the person described in the foregoing instrument and who has acknowledged before me that she executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 21st day of November, 2022.

Name: Myra B. Stewart
Notary Public



**AMENDED AND RESTATED BYLAWS
OF
THE KENTUCKY CLUB CONDOMINIUM ASSOCIATION, INC.,**

1. **GENERAL** These are the Amended and Restated Bylaws of THE KENTUCKY CLUB CONDOMINIUM ASSOCIATION, INC., hereinafter the (“Association”), a corporation not-for-profit organized under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State on the 4th day of November, 1997. The Association was organized for the purpose of operating, maintaining, and managing a Residential Condominium pursuant to the Florida Condominium Act.
 - 1.1 The provisions set forth in these Bylaws, the said Articles of Incorporation and the Amended Declaration of Condominium are binding upon all present or future members, tenants, their guests, and invitees or any other person who might use the condominium Units of the Association or any facilities of the Association, (“Condominium Documents”).
 - 1.2 The office of the Association is located at 1536 Ocean Drive, Vero Beach, FL, Indian River County 32963
 - 1.3 The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words “Florida” and “not for profit.” The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced, or otherwise placed upon any document or writing of the corporation where a seal may be required.
2. **MEMBERS, TRANSFER, OCCUPANCY, AND LEASES OF UNITS**
 - 2.1 Qualifications. The members of the Association may be an individual, a married couple, persons related by blood, marriage, or adoption only (including stepchildren) or other legal entity who are the record owners of a Unit in the Association.
 - 2.2 TRANSFER OF OWNERSHIP OF A UNIT-
 - A. Any proposed transfer of ownership or lease of a Unit is subject to prior written approval of the Board of Directors.
 - B. If the owner or proposed owner of a Unit is a corporation or limited liability company or any other legal entity, the approval of a transfer of ownership and occupancy of a Unit is subject to the condition that all persons occupying the Unit be approved by the Board or and Officer designated by the Board.
 - C. Members shall submit an application for all proposed transfers or leases of a Unit and shall furnish all information which may be properly requested by the Board.

D. In the case of a Unit which is the subject of a pending sale or transfer, the record owner of the Unit shall continue to be the Member for the purpose of determining the rights and obligations of membership in the Association until the sale or transfer shall become effective upon the occurrence of the last to occur of the following events:

- (I) Approval of the Board of Directors of the sale or transfer as provided in the Amended Declaration of Condominium and Bylaws.
- (II) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Unit in the name of the new owner.
- (III) To the Association of a copy of the recorded deed or other instrument evidencing title; and
- (IV) Delivery to the Association, if required, of a written designation of the representative of the new owner.

2.3 OCCUPANCY OF A UNIT A Unit shall be used and occupied as a single-family dwelling and such occupancy shall be limited to Members, their family members, social guests, invitees, and lessees of Members in accordance with the Condominium Documents and the Rules and Regulations adopted by the Board from time to time.

2.4 LEASES OF A UNIT

- A. All leases shall be for a minimum of one (1) month and shall not be for a term longer than three months (90 days). With the approval of the Board of Directors, a lease may be extended for one (1) additional term, provided however that an owner may not lease a Unit for more than a total of six months (180 days) during any calendar year. If the owner or proposed owner of a Unit is a corporation of limited liability company or other legal entity, the occupancy of a Unit or the approval of a transfer of ownership is subject to the condition that all persons occupying the Unit shall be approved by the Board or an Officer designated by the Board
- B. In the case of a Unit which is the subject of a lease, the membership of record owner of the Unit shall continue to be the Member for the purpose of determining membership in the Association until the sale or transfer shall become effective upon the occurrence of the last to occur of the following events:
- (I) Approval of the Board of Directors of the sale or transfer as provided in the Amended Declaration of Condominium and Bylaws.
 - (II) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Unit in the name of the new owner
 - (III) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title; and
 - (IV) Delivery to the Association, if required, of a written designation of the representative of the new owner.

2.5 VOTING INTEREST

- A. The member of each Unit will be entitled to one vote, and if one Member owns more than one Unit, he or she will be entitled to one vote for each Unit owner (“voting interests”). Unless otherwise provided in the Florida Statutes of the Condominium Documents, Association decisions shall be made by Members of a majority of the voting interests represented at a meeting in which a quorum is present.
- B. The vote of a Unit is not divisible. If a condominium is owned by one person, their right to vote will be established by the record title to the condominium Unit. If a condominium Unit is owned by more than one person, the person entitled to cast the vote for the condominium Unit will be designated by a certificate signed by all the record Members of the condominium Unit and filed with the Secretary of the Association. If a condominium is owned by a corporation, limited liability company, other legal entity or is held in trust, the authorized representative and person entitled to cast the vote for the condominium Unit must be designated by a certificate signed by the president, an officer, trustee or other authorized person, properly attested and filed with the Secretary of the Association. All such certificates shall be valid until revoked or until superseded by a subsequent certificate or until there is a change in the ownership of the condominium Unit concerned. If such a certificate is not on file, the vote of such Members will not be considered in determining the requirement for a quorum nor for any other purpose.
- C. Approval or disapproval by a Member upon any matter whether the subject of an Association meeting, shall be by the same person who would cast the vote of such Member if in an Association meeting.
- D. Notwithstanding the above provisions, Members may take action upon any matter by unanimous written consent without a meeting

2.6 CHANGE OF MEMBERSHIP Following written approval of the Association as elsewhere required herein, a Change of Membership in the Association shall be established by the new Member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior Member shall be terminated automatically.

2.7 TERMINATION OF MEMBERSHIP The termination of Membership in the Association does not relieve or Release any former Member from liability or obligation incurred under or in any way connected with the Condominium during the period of his Membership, nor does it impair any rights or remedies which the Association may have against any former Member arising out of or in any way connected with such Membership and the covenants and obligations incident thereto.

3. MEMBER MEETINGS AND VOTING

3.1 ANNUAL MEETING The annual meeting will be held on a date, at a time and place to be determined by the Board of Directors for the purposes of announcing the results of the election of directors held prior to the annual meeting and transacting any other business authorized to be transacted by the Members. The Annual Meeting shall be held in Indian River County, Florida.

3.2 SPECIAL MEETINGS Special Member's meeting must be held whenever called by the President, by a majority of the Directors, or by Members having at least thirty-five percent (35%) of the voting interests upon

receipt of a written request from such Members. The business at any Special Meeting shall be limited to the items specified in the notice of meeting.

3.3 NOTICE OF MEETINGS Notice to all Members of meetings, or special shall be given by the President, Vice President, Secretary, another officer of the Association, or a person authorized by one of the said Officers to such Members, unless waived in writing. The notice shall contain the time and place and identify the agenda items for which the meeting is called. The notice shall be mailed, hand delivered, or electronically transmitted to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting and be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding the annual meeting. The Board shall designate a specific location on the condominium property upon which all notices of Member meetings shall be posted. The notice of all meetings shall go to the address provided by the Members to the Association. Notice shall be deemed to be properly given when deposited in the United States Mail, hand delivered, or electronically transmitted. An officer of the Association or other person providing notice of the Association meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association affirming that the notice was delivered in accordance with this provision, to each Member at the address last furnished to the Association.

3.4 QUORUM A quorum at meeting of the Members shall be attained by the presence, either in person, or by a general or limited proxy of persons entitled to cast a majority of the votes of the Association.

3.5 VOTE REQUIRED The acts approved by a majority of the votes cast either in person or by a proxy at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law, by any provision of the Condominium Documents, or as restricted by the provision of subsection 3.6 below.

3.6 PROXY VOTING

- A. To the extent lawful, any person entitled to attend and vote at a meeting may establish presence for a quorum by a general or limited proxy. Limited or general proxies may not be used in the election of Directors. Limited proxies may be used to waive or reduce reserves, to waive financial statement requirements, to amend the Declaration of Condominium, Articles of Incorporation or By-Laws and for any other matter required or permitted by Florida law.
- B. A limited proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. General proxies may be used for matters for which limited proxies are not required. Holders of proxies need not be Members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the

holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Any proxy given to the Board of Directors shall be voted at the direction of a majority of the Board.

3.7 ADJOURNED MEETINGS Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all Members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 ORDER OF BUSINESS The order of business at Members' meeting and as far as practicable at other meetings will be:

- A. Call of the roll, certifying proxies and determination of quorum.
- B. Proof of Notice of Meeting or waiver of notice.
- C. Reading or disposal of minutes of last Members meeting.
- D. Report of the Property Management Company
- E. Reports of Officers
- F. Reports of Committees
- G. Announcement of Directors Election Results
- H. Unfinished Business
- I. New Business
- J. Adjournment

The presiding officer at the Membership meetings shall be the President, or the Vice President in the absence of the President. In the absence of the President and Vice President, the Directors present shall designate one of them to preside.

3.9 RIGHT TO PARTICIPATE IN MEETINGS All Members shall have the right to participate in meetings of the Members of the Association and Board of Directors with reference to all designated agenda items and may record such meeting. The Association may adopt reasonable rules governing the frequency, duration, and manner of Member participation and the recording of the meeting.

3.10 MINUTES Minutes of all meetings of Members and the Board of Directors shall be kept in a businesslike Manner and available for inspection by Members or their authorized representatives and Directors at reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form with thirty (30) days after the meeting at which they were taken and record the vote of each Director present at the Board of Directors meetings.

3.11 PARLIAMENTARY RULES Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meetings. If a parliamentarian is appointed for a meeting(s), his/her decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. **BOARD OF DIRECTORS** All powers and duties granted to the Association by applicable Florida Law, as modified and explained in the Amended Declaration of Condominium, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Members only when such is specifically required.

4.1 **NUMBER-TERMS OF SERVICE**

- A. The administration of the affairs of the Association will be managed by a Board of six (6) directors.
- B. At each Annual Meeting of the Association, three (3) directors shall be elected. The term of each Director will extend for a period of two (2) years and subsequently until his successor is duly elected and qualified or until removed in the manner elsewhere as provided below. Directors whose terms have expired and who are qualified shall be eligible to be reelected according to the provisions of Section 4 hereof.
- C. A Director's term will end at the Annual Meeting at which a successor is to be duly elected, unless such Director resigns, or is recalled as provided in 4.3 below. Directors shall be elected by the Members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below.

4.2 **QUALIFICATIONS** Directors must be Members of the Association or a spouse of a Member. In the case of a Unit owned by a corporation or limited liability company any officer or designated manager is eligible for election to the Board of Directors. If a Unit is owned by a partnership, any partner is eligible to be a Director. If a Unit is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial Members is eligible to be elected to the Board of Directors. In addition, any person designated as the "voting representative" under Section 2.2 may serve as a Director. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible for board Membership. No two Members having an ownership interest in the same unit shall be eligible to be elected as a Director.

4.3 **ELECTION OF DIRECTORS** Election of directors will be conducted in the following manner:

A. Election of Directors will be held at the Annual Members 'meeting.

B. The Board of Directors shall be elected by written or electronic secret ballot.

(I) Not less than sixty (60) Days before a scheduled election, the Association shall mail, hand deliver or electronically transmit to each Unit owner entitled to vote, a first notice of the date of election which shall include notification that any Unit owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election, and that they may include an information sheet, no larger than 8 ½" x 11", furnished by the candidate, to be included with the mailing of the ballot.

(II)) Not less than fourteen (14) days or more than thirty-four (34) days before the election meeting, the Association shall mail, hand deliver, or electronically transmit a second notice of the meeting to

all Members entitled to vote together with a ballot, and any information sheets received from the candidates.

(III) Elections shall be decided by a plurality of written ballots cast regardless of quorum; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Members of the Board of Directors.

(IV) Notwithstanding the provisions of this paragraph, an election and balloting are not required unless more candidates file notices of intent to run than there will be vacancies on the Board of Directors

(V) If two or more candidates for the same position receive the same number of votes, the Association shall conduct a runoff election in accordance with the following procedures:

(i) The only candidates eligible for the run off election to the Board positions are the candidates who received the tie votes at the previous election.

(ii) The notice of the runoff election shall be mailed, hand delivered, or electronically transmitted to Unit owners, by the Board within seven (7) days of the date of the election at which the tie vote occurred. The notice shall inform the voters of the date, time and place of the runoff election and shall include a ballot and copies of any candidate's information sheets previously submitted by the run off candidates. The run off election must be held not less than twenty-one (21) days nor more than thirty (30) days after the date of the election at which the tie occurred.

(iii) Any Director may be removed with or without cause by a vote or agreement in writing of a majority of all Members at a Special Meeting called for that purpose. The vacancy on the Board of Directors so created will be filled by the Members at the same meeting.

4.4 VACANCIES ON THE BOARD

A. Except as to vacancies resulting from removal of directors by Members, any vacancies for any reason on the Board of Directors occurring between annual meetings of Members will be filled by a majority vote of the remaining Directors, even though less than a quorum, who shall promptly choose a successor to fill the remaining unexpired term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the Members shall elect successors by written ballot in the same manner as provided generally for a regular annual election. A Member who has been elected to fill such a vacancy may be a candidate for election at the next annual meeting of the Members who is eligible and who has complied with the provisions of Sec.4.3 above.

4.5 ORGANIZATIONAL MEETING The organizational meeting of a new Board of Directors shall be held

within ten (10) days after their election. The organizational meeting may occur immediately following the Election, in which case notice of the organizational meeting may be provided by the existing Board.

4.6 REGULAR MEETINGS Regular meetings of the Directors may be held at such time and place as will be determined, from time to time by a majority of the Directors. Notice of regular meetings of the Board shall be delivered to each Director by mail, hand delivery or electronically transmitted at least three (3) days prior to the day named for such meeting.

4.7 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 one-third (1/3) of the Directors. Not less than three (3) days' notice shall be given to each Director, by mail, hand delivery or electronical, transmission which notice will state the time, place and purpose of the meeting.

4.8 NOTICE TO MEMBERS

A. All meetings of the Board of Directors or a Committee at which there is a quorum shall be open to Members, except as set forth below.

B. Any Member may tape record or video tape meetings of the Board of Directors. Members may speak at such meetings with reference to all designated agenda items and the Board of Directors may adopt reasonable rules governing the frequency, duration and manner of Member's statements and the recording of meetings.

C. A notice of all such meetings including the identification of agenda items shall be posted on the condominium property at least forty-eight (48) continuous hours proceeding the meeting except in an emergency.

D. Notwithstanding the above, written notice of any meeting at which non-emergency special assessments or at which amendments to Rules and Regulations regarding the use of a Unit or common element of the Association property will be proposed shall be mailed, hand delivered, or electronically transmitted to the Members and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. The Secretary of the Association shall execute the affidavit evidencing compliance with the fourteen (14) day notice requirement and file it among the official records of the Association.

E. Any item not included on the agenda may be taken up on an emergency basis by at least two (2) Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board.

F. Notwithstanding any of the provisions stated in subsections A-E above, meetings of the Board or a Committee with the Association's attorney with respect to proposed or pending litigation,

when the meeting is held for the purpose of seeking or rendering legal advice, or when personnel matters are to be discussed shall not be governed by the provisions of Section 4.8 hereof.

- 4.9 MEETINGS OF OFFICERS** Officers who are also duly elected Directors shall not be subject to the provisions of Section 4.8 hereof to the extent permitted by the Florida Statutes or other law applicable to a non-profit Corporation or the Association.
- 4.10 WAIVER OF NOTICE** Any Director may waive notice of a meeting before or after the meeting, and such Waiver shall be deemed equivalent to the giving of notice.
- 4.11 QUORUM OF DIRECTORS** A quorum at a Board meeting will consist of a majority of the entire Board Of Directors. Directors may participate in any meeting of the Board, by a conference telephone call, real time video conferencing or similar real time communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy at Board meetings.
- 4.12 VOTE REQUIRED AND UNANIMOUS CONSENT** The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by applicable Florida statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes. Action required or permitted by Florida law or the Condominium Documents to be taken at a Board meeting may be taken without a meeting if all Directors signed written consents describing the action taken.
- 4.13 ADJOURNED MEETINGS** The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called and no additional notice is required
- 4.14 THE PRESIDING OFFICER** The President of the Association, or in his/her absence, the Vice- President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present. In the absence of the President and the Vice-President, the Directors will designate one of their number to preside.
- 4.15 ORDER OF BUSINESS**
- A. The order of business of director's meetings will be:
- (I) Calling of roll
 - (II) Proof of due notice of meeting

(III) Reading and disposal of any unapproved minutes

(IV) Report of Property Management Company

(V) Reports of officers and committees

(VI) Election of Officers (as required)

(VII) Old Business

(VIII) New Business

(IX) Adjournment

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

4.16 COMPENSATION OF DIRECTORS AND OFFICERS Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.17 COMMITTEES The Board of Directors may appoint from time to time such standing or temporary committees as the Board deems necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. A committee which advises the Board on the budget, or a committee which has authority to take action on behalf of the Board, shall be subject to the provisions of Section 4.8 of these Bylaws. All other committees shall not be subject to Section 4.8 of these Bylaws

4.18 GENERAL POWERS All of the general powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, in accordance with the Articles of Incorporation of the Association, these Bylaws and the Amended Declaration of Condominium.

4.19 EMERGENCY POWERS

A. In the event of an “emergency” as defined in Subsection E. and F. below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303 of Florida Statutes, as amended from time to time.

B. 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 by publication or radio. The Director or Directors in attendance at such a meeting, regardless of numbers, shall constitute a quorum.

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

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

E. 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:

- (i) state of emergency declared by local civil or law enforcement authorities,
- (ii) hurricane warning
- (iii) a partial or complete evacuation order
- (ix) federal or state “disaster area” status,
- (x) 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, act of terrorism or similar event.

F. An “emergency” also exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, act of terrorism or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS

5.1 OFFICERS AND ELECTIONS The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, all of whom shall be a duly elected Director and shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two or more offices, except the President cannot also serve as Secretary. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be necessary or convenient. If the Board so determines, there may be more than one Vice-President.

5.2 PRESIDENT The President shall be the chief executive officer of the Association, who shall preside at all meetings of the Members and Directors, shall be ex-officio a Member of all committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He or she shall execute bonds, mortgages and other contracts requiring seal of the

Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 VICE PRESIDENT The Vice-President shall, in the absence or disability of the President, exercise the powers and perform all duties of the President. The Vice-President will also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

5.4 SECRETARY The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose and shall perform like duties for the committees when required. The Secretary shall give, or cause to be delivered notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary will have custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary if one has been designated.

5.5 TREASURER The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He/she shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. FISCAL MATTERS The provisions for fiscal management of the Association set forth in the Amended Declaration of Condominium shall be supplemented by the following provisions:

6.1 ACCOUNTS Receipts and expenditures of the Association will be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures shall be deemed common expenses:

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

B. Additional Improvements, which will include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

C. An amount fixed annually by the Board of Directors to fund the Reserves set forth in Section 6.3 below.

6.2 BUDGET AND NOTICE TO MEMBERS

A. The Board of Directors will adopt a proposed budget for each calendar year that will include the estimated funds required to defray the current expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices.

B. The Board of Directors shall mail, hand deliver or electronically transmit a copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted to each Member not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications. If the proposed budget is subsequently amended, a notice of the meeting and amendment shall be sent in the same manner as for approval of the original proposed budget

6.3 STATUTORY RESERVES FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE.

A. Except as set forth in subsection B. below, in addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, pavement resurfacing and a replacement cost or deferred maintenance in excess of \$ 10,000. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item.

B. Reserves shall be funded unless the Members subsequently determine annually (by majority vote of those present in person or by proxy at a duly called meeting) to fund no reserves or less than adequate reserves for a fiscal year, if permitted by law. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Members as required in 6.2 above.

C. Reserves funded under this paragraph, and all interest earned on such reserves, shall not be commingled with operating funds (unless combined for investment purposes), and shall be used only for the purposes for which they were reserved, unless their use for other purposes is permitted by law or is approved in advance by a majority vote at a Members' meeting called for that purpose. Operating and reserve funds may be invested in combined accounts, but such funds shall be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account, or the minimum amount required by law. Operating and reserve funds may be combined in the quarterly assessment paid by Members, provided that the operating and reserve funds are segregated within 30 days after receipt (unless combined for investment purposes).

D. OTHER RESERVES. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the Members so vote, the Board may establish one or more contingency reserves.

6.4 REGULAR ASSESSMENTS Regular annual assessments based on the adopted budget shall be paid not less frequently than quarterly as determined by the Board as permitted by Florida law. Failure to send or receive notice of assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the

time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage be added or subtracted from each Unit's next due installment. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and the same installments on such assessment will be due upon the installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the Budget and assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in equal installments on the first day of each month remaining in the year for which the assessment is due.

6.5 SPECIAL ASSESSMENTS Special assessments may be promulgated and assessed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring financial obligations. Special assessments may be payable on terms established and approved by the Board of Directors in their sole discretion and will be due on the day or days specified in the resolution of the Board approving such assessments. Written notice of any Board meeting at which a non-emergency special assessment will be considered, must be mailed, hand delivered or electronically transmitted to all Members at least fourteen (14) days in advance, which notice shall state that assessments will be considered and the nature of any such assessments. The notice to Members that any special assessment has been levied must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s). If any funds remain upon completion of the purpose(s) such excess funds may, at the discretion of the Board, either be returned to the Members or applied as a credit towards future assessments.

6.6 ASSESSMENT OF LATE FEE AND INTEREST The Board shall have the authority assess a late fee and interest on any assessments and installments on such assessments which are not paid when due according to terms specified in resolutions adopted by the Board in their sole discretion.

6.7 ACCELERATION OF ASSESSMENT If a Member shall be in default in the payment of an installment on an assessment, the Board of Directors may accelerate all the remaining installments of the assessment for the year upon notice to the condominium Member, and then the unpaid balance of the year's assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the condominium Member, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.8 ASSESSMENT FOR EMERGENCY ASSESSMENTS Assessments for emergencies that cannot be paid from the annual assessments will be made only after approval of a majority of the Board of Directors. After such approval, the assessment will become due after ten (10) notice and it will be payable within fifteen days (15) days after delivery of the notice.

6.9 DEPOSITORY The Association shall maintain its funds in such insured financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles. Withdrawal of moneys from such accounts shall only be by check signed by persons authorized by the Directors.

6.10 FINANCIAL STATEMENTS Within thirty (30) days after the end of the fiscal year, the Association shall prepare or cause to be prepared a financial statement for the preceding fiscal year. Within ten (10) days after the financial statement is received by the Association from the management company or a third party preparer, the Association shall mail, hand deliver or electronically transmit to each Member at the address last furnished to the Association, a notice that a copy of the financial report will be mailed, hand delivered or electronically transmitted to the Member, without charge, upon receipt of a written request from the Member. The Association may also email or cause to be posted on the website portal to which Members have access, digital copies of the annual financial statements and the monthly financial statements prepared by the property management company or a third party preparer at the request of the Association.

6.11 FIDELITY BONDS Fidelity Bonds and the amount of such bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds, in compliance with Florida Statutes. The premium on such bonds shall be paid by the Association.

6.12 FISCAL YEAR The fiscal year shall be the calendar year, unless modified by the Board of Directors in accordance with Internal Revenue Service regulations.

7. RULES AND REGULATIONS The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the operation, of the Association and the use, occupancy, alteration, maintenance, sale, lease, transfer and appearance of Units, common elements of the Association and limited common elements, subject to any limits contained in the Condominium Documents. Copies of such Rules and Regulations shall be furnished to each Member and to a prospective buyer. Any rule or regulation created and imposed by the Board must be related to the promotion of health, happiness and peace of mind of the Members and uniformly applied and enforced.

8. COMPLIANCE AND DEFAULT: REMEDIES In addition to the remedies provided elsewhere in the condominium documents, the following provisions shall apply:

8.1 FINES/SUSPENSIONS:

A. If an Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association or if a Member or an occupant, lessee or invitee of a Unit is so delinquent, the Association may suspend the right of a Member, a Unit's occupant, licensee, or invitee to use common elements, common facilities, or any other Association property until the monetary obligation is paid. The Board of Directors may also levy

reasonable fines for the failure of the Member of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the Condominium Documents or the Rules and Regulations. Fines may not exceed \$100.00 per violation unless a higher amount is allowed by the law in effect at the time the fine is levied. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. The fine may not in the aggregate exceed \$1,000.00 unless a higher amount is allowed by the law in effect at the time the fine is levied.

B. A fine may not become a lien on the Unit unless allowed by the law in effect at the time it is levied. A fine may not be levied and a suspension may not be imposed unless the Association first provides at least fourteen (14) days written notice by mail, hand delivery or electronic transmittal and an opportunity for a hearing to the Member and, if applicable, its occupant, guest, or invitee. If the committee does not agree with the fine or suspension, the fine or suspension may not be levied or imposed.

C. The notice shall include the following:

(i) a short and plain statement of the matters asserted by the Association

(ii) a statement of the provisions of the Condominium Documents or Rules which have allegedly been violated.

(iii) the date, time and place of the hearing; and

(iv) at which a hearing will be provided if the party appears to oppose the fine or suspension or instructions on how to request a hearing; and a statement that the fine or suspension will automatically go into effect if a hearing is not requested or in the event that a hearing is scheduled, and the party does not appear and upon approval, the Association must notify the Member and if applicable, the Member's occupant, lessee, or invitee by mail or hand delivery of the suspension.

(v) The suspension terminates automatically upon full payment of all obligations currently due or overdue the Association. A person who is delinquent in the payment of any fee, fine, or special or regular assessment is not eligible for board Membership.

D. At the hearing the party against whom the fine and/or suspensions may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) Members appointed by the Board, none of whom may then be serving as officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee or residing with the Board Member.

E. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspension, the Board of Directors shall levy same. If the Association imposes a fine or suspension, the Association must provide written notice of such

fine or suspension by mail or hand delivery to the Member and, if applicable, any tenant, licensee, or invitee of the Member.

F. Any fine not paid within five (5) days of the written notice in subsection E. above has been provided, shall become delinquent. Fines may also be collected utilizing any lawful method. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney fees and costs.

8.2 SUSPENSIONS WITHOUT HEARING The foregoing Section 8.1 notwithstanding, no prior notice or opportunity for a hearing is required for the suspension of voting rights or the use of the common elements by any Member, if the Member is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association that totals \$ 1,000 or more. The suspension must be approved at a properly noticed Board meeting and upon approval, the Association must notify the Member and if applicable, the Member's occupant, lessee, or invitee by mail or hand delivery of the suspension. The suspension terminates automatically upon full payment of all obligations due or overdue the Association. A person who is delinquent in the payment of any financial obligation to the Association for more than ninety (90) days is not eligible for Board membership.

8.3 MANDATORY AND NON-BINDING ARBITRATION In the event of any "dispute" between a Member and the Association which is not resolved according to the provisions of Sections 8.1 or 8.2 above, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums, and Mobile Homes prior to filing suit over the disputed matters. Nothing herein shall be construed to require arbitration.

9. AVAILABILITY OF REMEDIES Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the Condominium Property free from unreasonable restraint and annoyance.

10. AMENDMENT OF BYLAWS Amendments to these Bylaws shall be proposed and adopted in the following manner:

10.1 PROPOSAL Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board signed by the Members of at least one-fourth (1/4) of the Units.

10.2 PROCEDURE Upon any amendment or amendments to these Bylaws being proposed by said Board or Members, such proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given.

10.3 VOTE REQUIRED Except as otherwise provided by law, or by specific provision of the Condominium Documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two thirds (2/3) of the voting interests present and voting in person or by proxy at any annual or special meeting called for the purpose,

provided that notice of the proposed amendment has been given to the Members in accordance with the Condominium Documents.

10.4 CLERICAL CHANGES-The Board of Directors may amend these Bylaws to correct scrivener's errors or omissions and amend and restate the Bylaws in order to consolidate into one document amendments previously adopted by the Members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting with adoption of the amendments set forth on the agenda.

10.5 CERTIFICATE RECORDING A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed.

10.6 PROVISIO Notwithstanding the above provisions, no amendment may affect or impair the validity or priority of any mortgage covering any Unit or affect or impair the rights of a lessor under any leases made by the Association.

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

12. MISCELLANEOUS

12.1 GENDER Whenever the masculine or singular form of a pronoun is used in Bylaws, it shall be construed to mean the masculine or feminine, singular or plural as the context requires.

12.2 SEVERABILITY Should any portion hereof be void or become unenforceable, the remaining provision of the instrument shall remain in full force and effect.

12.3 CONFLICT If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration and of the Articles of Incorporation shall prevail over the provisions of these By-Laws

13. EFFECTIVE DATE The forgoing Bylaws were adopted by the Members of the Association at a duly called Special Meeting of all Members of the Association held on November 15, 2022, according to the provisions of the aforesaid Amended and Restated Bylaws and shall become effective on the date set forth in the Certificate of Recording in the public records of Indian River County, Florida.