

EXHIBIT "E"

By-Laws of Bent Pine Preserve Homeowners Association, Inc.

[see attached]

BY-LAWS
OF
BENT PINE PRESERVE HOMEOWNERS ASSOCIATION, INC.

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**BY-LAWS
OF
BENT PINE PRESERVE HOMEOWNERS ASSOCIATION, INC.**

**Article 1
Name, Principal Office, and Definitions**

1.1. Name.

The name of the corporation is Bent Pine Preserve Homeowners Association, Inc. ("**Association**").

1.2. Principal Office.

The Association's principal office shall be located in Orange County, Osceola County, or Indian River County, Florida. The Association may have such other offices, either within or outside Florida, as the Board may determine or as the Association's affairs require.

1.3. Definitions.

The words used in these By-Laws shall have their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Bent Pine Preserve recorded by DiVentures, LLC, a Minnesota limited liability company, in the official public records of Indian River County, Florida, as it may be amended and supplemented ("**Declaration**"), unless the context indicates otherwise. The term "majority," as used in these By-Laws, means those votes, Owners, or other group, as the context may indicate, totaling more than 50% of the total eligible number. The term "Act," as used in these By-Laws, means the Florida Homeowners' Association Act, Florida Statutes Section 720.301, *et seq.*, as amended from time to time.

**Article 2
Membership: Meetings, Quorum, Voting, Proxies**

2.1. Membership.

The Association initially shall have three classes of membership: Class A, Class B, and Class C, as more fully set forth in the Declaration. Provisions of the Declaration pertaining to membership are incorporated by this reference. Members of the Association are referred to collectively in these By-Laws as "Members" and as the "membership."

2.2. Place of Meetings.

The Association shall hold meetings at its principal office or at such other suitable place convenient to the Members as the Board may designate.

2.3. Association Meetings.

(a) *General.* The Association shall hold its first meeting of the membership, whether a regular or special meeting, within one year after the date of the Association's incorporation. The Board shall set the date and time of subsequent regular annual meetings.

(b) *Annual Meetings.* The Board shall schedule regular annual meetings of the membership to occur within 120 days after the close of the Association's fiscal year, on such date and at such time and place as the Board shall determine. Annual meetings may be conducted electronically (*i.e.*, *via* the Internet, intranet, or teleconference) if, and to the extent, permitted by law.

(c) *Special Meetings.* The President may call special meetings of the membership and it shall be the President's duty to call a special meeting of the membership if so directed by Board resolution or upon a written petition of Members representing at least 10% of the total votes in the Association.

If the President does not send notice of a special meeting pursuant to Section 2.4 within 30 days after the date written demand is delivered to the Association's Secretary, any Member signing the demand may set the time and place of the special meeting and give the Association notice pursuant to Section 2.4.

(d) *Agenda Items.* If Members entitled to cast at least 20% of the total votes in the Association petition the Board in writing to address an item of business, the Board shall place the petitioned item of business on its agenda at its next regular Board meeting or at a special meeting of the Board, which shall be held within 60 days after the receipt of the petition.

2.4. Notice of Meetings.

The President, the Secretary, or the officers or other persons calling a meeting of the Members shall deliver or cause to be delivered to each Member entitled to vote at such meeting a written notice stating the place, day, and hour of the meeting, such notice to be given in any manner permitted by Florida law.

In the case of a special meeting or when otherwise required by statute, the Declaration, or these By-Laws, the purpose or purposes for which the meeting is called shall also be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

Such notice shall be delivered by such means as permitted under Section 9.4, at least 14 but not more than 50 days before the date of such meeting.

2.5. Waiver of Notice.

Waiver of notice of an Association meeting shall be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any Association meeting, either before or after such meeting. A Member's attendance at a meeting shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.6. Adjournment of Meetings.

If any Association meeting cannot be held because a quorum is not present, the Members entitled to cast a majority of the votes present at such meeting may adjourn the meeting to a time at least 5 but not more than 30 days from the scheduled date of the original meeting. At the reconvened meeting, if a quorum is present, any business may be transacted that might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Board shall provide notice to the Members of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, provided at least a majority of the votes required to constitute a quorum must approve any action taken.

2.7. Voting.

Members shall have such voting rights as are set forth in the Declaration, which provisions are specifically incorporated by this reference. In any situation where a Member's voting rights have been suspended, the suspended vote shall not be considered for any purpose, including, but not limited to, calculating the total number of votes in the Association, determining the number of votes necessary to constitute a quorum, or the number of votes or required to approve an action.

2.8. Proxies.

Any Member who is entitled to vote may do so in person or by proxy, subject to the limitations of Florida law and subject to any specific provision to the contrary in the Declaration or these By-Laws. Every proxy shall be in writing, shall identify the Unit for which it is given, shall be signed by the Member or the Member's duly authorized attorney-in-fact, and shall be dated and filed with the Association's Secretary prior to the meeting for which it is to be effective. Unless the proxy specifically provides otherwise, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Unit for which it was given, (b) the secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is an individual given to the person presiding over a meeting of the Association, (c) attendance in person of the Person granting the proxy at any meeting for which the proxy may otherwise be used, or (d) 90 days from the meeting date for which the proxy was originally given, unless the proxy specifies a shorter period.

2.9. Quorum.

Except as these By-Laws or the Declaration otherwise provide, the presence of Members or their proxies representing 30% of the total votes in the Association shall constitute a quorum at all Association meetings and a majority of the total eligible votes cast shall constitute the decision of the Association membership on any matter on which the membership is entitled to vote.

2.10. Conduct of Meetings.

The President or other Board designee shall preside over all Association meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the Association's minute books. At any meeting of the membership, a Member shall have the right to speak for at least three minutes on any item properly before the meeting. The Board may adopt reasonable written Rules governing the frequency, duration, and other manner of member statements consistent with Florida Statutes §306(6).

2.11. Action Without a Meeting.

Any action required or permitted by the Declaration, the Articles, or Florida law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if approved by Members representing at least the minimum number of votes in the Association necessary to authorize such action at a meeting, if all Members entitled to vote were present and voted. Such approval shall be evidenced by one or more written consents specifically authorizing the proposed action, dated and signed by Members holding the requisite votes.

The Association need not give prior notice before soliciting such consent; however, the Association must send written consent forms to all Members for action authorized pursuant to this section to be valid. Members shall sign, date, and deliver such consents to the Association within 90 days after the Association's receipt of the earliest dated consent. The Association's Secretary shall file (or cause to be filed) such consents with the Association's minutes, and the consents shall have the same force and effect as a vote of the Members at a meeting. Within 30 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

Article 3

Board of Directors: Selection, Meetings, Powers

A. Composition and Selection.

3.1. Governing Body; Qualifications.

The Board shall govern the Association's affairs. Directors shall be Owners or residents of the Community. A director who is not an Owner must be at least 18 years old.

If an Owner is not an individual, any officer, director, partner, or any trust officer of such Owner shall be eligible to serve as a director unless a written notice to the Association signed by the Owner specifies otherwise. However, no more than one Owner or resident of a particular Unit may serve on the Board at a time; however, this shall not apply to directors the Class C Member appoints.

An Owner or resident of any Unit on which assessments, fines, or other charges owed to the Association are past due on the day he or she could last be nominated for the Board is not eligible to seek election to the Board. No person who has been charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall be eligible to serve as a director. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony under Florida

law, is not eligible to serve as a director unless his or her civil rights have been restored for at least five years as of the date on which such person seeks election to the Board. Any director who becomes or whose Unit becomes more than 90 days past due in the payment of any assessment, fine, or other charge due to the Association shall be deemed to have vacated his or her seat on the Board in accordance with Florida Statutes §720.306(9)(b), such vacancy to be filled in accordance with Section 3.5. The validity of any Board action is not affected if it is later determined that a director was ineligible to serve.

3.2. Number of Directors.

The Board shall consist of three to five directors, as provided in Section 3.3.

3.3. Selection of Directors; Term of Office.

(a) *Initial Board.* The initial Board shall consist of the three directors identified in the Articles of Incorporation, who shall serve until their successors are appointed or elected as provided in this Section.

(b) *Directors During Declarant Control Period.* The Class C Member may appoint, remove, and replace at least a majority of the Board members until termination of the Declarant Control Period, except that not later than 90 days after the time that Class A Members own 50% of the Maximum Allowable Units, or whenever the Declarant earlier determines, the Board shall be increased to five directors and the President shall call for an election by which the Class A Members shall be entitled to cast the votes allocated to their Units to elect one or two of the five directors, as the Declarant may specify (such directors being referred to herein as "Homeowner Directors"). The Declarant shall appoint the remaining directors. The Homeowner Director(s) shall be elected for a term of two years or until the happening of the event described in Section 3.3(c)(i), whichever is shorter. Upon expiration of the term of any Homeowner Director prior to the happening of the event described in Section 3.3(c)(i), a successor shall be elected in like manner for a like term.

(c) *Directors After the Declarant Control Period.*

(i) Not later than termination of the Declarant Control Period, the President shall call for an election by which the Class A Members shall be entitled to elect three directors and all Members shall be entitled to vote for the election of one additional director. Two directors shall be elected to serve until the second annual meeting following their election, and two directors shall be elected to serve until the third annual meeting following such directors' election, as such directors determine among themselves.

(ii) The Declarant shall be entitled to appoint, remove, and replace the fifth director until it ceases to hold for sale in the ordinary course of business property upon which at least five percent (5%) of the Maximum Allowable Units have been or may be constructed, at which time the director appointed by the Declarant shall resign. The remaining directors shall be entitled to appoint a successor to fill the vacancy until the next annual meeting, at which time the Members shall be entitled to elect a successor, who shall be elected for a term of two years.

(iii) Upon expiration of the term of office of each director elected by the Members after termination of the Declarant Control Period, the Members entitled to elect such director shall be entitled to elect a successor to serve a term of two years. Such directors shall hold office until their respective successors have been elected. Directors may serve any number of consecutive terms.

The diagram below illustrates the concept of transition of control of the Board during and after the Declarant Control Period.

TRANSITION OF CONTROL OF BOARD OF DIRECTORS			
Initial Board	50% of Maximum Allowed Units Conveyed	Termination of Declarant Control Period	Termination of Declarant's Appointment Rights
Declarant	Class A	Class A	Class A
Declarant	Declarant	Class A	Class A
Declarant	Declarant	Class A	Class A
	Declarant	Class A, B and C	Class A
	Declarant	Declarant	Class A

3.4. Nomination and Election Procedures.

(a) *Nominations and Declarations of Candidacy.* Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which every eligible person who has an interest in serving as a director may file as a candidate for any Owner Director position.

The Board also may appoint a Nominating Committee to make nominations for election to the Board. A Nominating Committee, if appointed, shall consist of a chairperson, who shall be a Board member, and three or more Owners or representatives of Owners. Any Nominating Committee shall serve a term of one year or until its successors are appointed. The names of the Nominating Committee members shall be announced in the notice of each election.

In preparation for each election, the Nominating Committee, if appointed, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled by such election. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity that exists within the pool of potential candidates.

Any Member may nominate himself or herself as a candidate by notice to the Nominating Committee within a reasonable time period established by the Board and communicated to the Members in advance of the announcement of candidates for election. Nominations shall also be permitted from the floor at any meeting at which an election is held. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(b) *Election Procedures.* If the number of candidates nominated within the nomination period established by the Board is equal to or less than the number of vacancies to be filled, then those candidates shall be deemed elected without the necessity of a vote by the Members. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, with voting to be conducted by written ballot at a meeting or by mail in accordance with Florida Statutes §720.306(8)(b) or by electronic voting, subject to the requirements of Florida Statutes §720.317, as applicable. Each Member may cast all votes assigned to the Units it represents for each position to be filled from any slate of candidates on which such Member is entitled to vote.

So long as required by Florida Statutes §720.306(9), any election dispute between a Member and the Association shall be resolved by mandatory binding arbitration with the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation. Any challenge to the election process must be commenced within 60 days after the election results are announced.

3.5. Removal of Directors and Vacancies.

Any Owner Director may be removed, with or without cause, by written agreement signed, by written ballots cast without a membership meeting, or by a vote taken at a meeting, by Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Any effort by Members to recall or remove a director shall be conducted, and any vacancy thus created shall be filled, in accordance with the procedures set forth in Florida Statutes §720.303.

At any meeting at which a quorum is present, a majority of the directors may remove any Owner Director who has three consecutive unexcused absences from Board meetings or who is more than 30 days delinquent (or resides in a Unit owned by an Owner who is so delinquent) in the payment of any assessment or other charge due the Association. In addition, a director charged by information or indictment with a felony theft or embezzlement offense involving the association's funds or property shall be removed from office as provided in Florida Statutes §720.3033(4). The Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of an Owner Director, a majority of the remaining directors (or the sole remaining director, if only one) may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members entitled to fill such directorship shall elect a successor for the remainder of the term. Alternatively, the Board may call for an election to fill the vacancy for the remainder of the term.

This Section shall not apply to directors the Declarant appoints. The Declarant may appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by the Declarant.

B. Meetings.

3.6. Organizational Meetings.

The Board shall hold an organizational meeting within 10 days following each annual Association meeting at such time and place as the Board shall fix.

3.7. Regular Meetings.

The Board shall hold regular meetings at such time and place as a majority of the directors shall determine, but the Board shall meet at least four times during each fiscal year with at least one meeting per quarter.

3.8. Special Meetings.

The President, Vice President, or any two directors may call a special meeting of the Board.

3.9. Notice; Waiver of Notice.

(a) Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Board shall give notice to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone (either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director); or (iv) facsimile, electronic mail, or other electronic communication device, with confirmation of transmission. All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the Association's records. Notices sent by first class mail shall be deposited into a United States mailbox at least seven business days before the time set for the meeting. Except for emergency meetings, notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

(b) Except for emergency meetings, notice of the time and place of any Board meeting shall be mailed or delivered to each Member at least seven days before the meeting or, in the alternative, posted in a conspicuous place within the Community at least 48 hours in advance of the meeting, except that written notice of any meeting at which special assessments, amendments to rules regarding use of Units, or any agenda item petitioned for by the Members pursuant to Section 2.3(d) will be considered, shall be mailed, delivered, or electronically transmitted to each Member and posted conspicuously in the Community not less than 14 days before the meeting. In lieu of mailing or posting in the Community, notice of Board meetings may be published in a Community publication, posted on a website for the Association or the Community the address of which has been regularly identified by notice to the Members, or broadcast four times per hour during the required notice period on a closed-circuit television utilized by the Association, or in the case of regularly scheduled Board meetings, provided on a schedule distributed to the Members at least 7 days prior to the meeting in question. In the case of Members who have consented in writing to receive notice by electronic transmission, notice of any Board meeting may be transmitted electronically in a manner authorized by law.

(c) Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the meeting's purpose. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(d) Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment.

3.10. Telephonic Participation in Meetings.

Members of the Board or any committee designated by the Board may participate in a Board or committee meeting by means of telephone or other electronic means, through which all persons participating in the meeting can hear each other. Participation in this manner shall constitute presence at the meeting for all purposes.

3.11. Quorum of Board and Voting.

At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless Florida law, these By-Laws, or the Declaration specifically provide otherwise. A meeting at which a quorum is initially present may continue, notwithstanding the withdrawal of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

Each director shall have one equal vote. Directors may not vote by email or by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

3.12. Conduct of Meetings.

The President shall preside over all Board meetings; provided, in the President's absence, the Vice President or another Board designee shall preside. The Secretary shall cause to be kept a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. A vote or abstention from voting on each matter voted upon for each director present at the meeting must be recorded in the minutes. Members may tape record or videotape Board meetings subject to reasonable rules the Board imposes.

3.13. Open Meetings; Executive Session.

(a) All meetings of the Board must be open to all Members except for:

- (i) meetings of the Board held for the purpose of discussing personnel matters;
- (ii) meetings between the Board or a committee and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; and
- (iii) such other matters, if any, as Florida Statutes §720.303 may permit to be held in executive session.

(b) If Members entitled to cast at least 20% of the total votes in the Association petition the Board in writing to address a particular item of business at a Board meeting, the Board shall place the petitioned item of business on its agenda at its next regular Board meeting or at a special meeting of the Board, which shall be held within 60 days after the receipt of the petition. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

(c) At any Board meeting required to be open to the Members under subsection (a), Members shall have the right to speak on any agenda item, and shall have the right to speak for at least three minutes on any matter placed on the agenda by petition of the Members pursuant to subsection (b), provided that the Member submits a written request to speak on such matter prior to the Board meeting or signs a sign-up sheet, if one has been provided. The Association may adopt written reasonable rules expanding the right of

Members to speak and governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this Section 3.13 and may include a sign-up sheet for members wishing to speak.

3.14. Action Without a Formal Meeting.

Any action to be taken or that may be taken at a Board meeting may be taken without a meeting if all directors sign a written consent, setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.15. Powers.

The Board shall have all of the powers necessary to administer the Association's affairs, perform the Association's responsibilities, and exercise the Association's rights as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done on the Association's behalf all acts and things except those that the Governing Documents or Florida law require to be done and exercised exclusively by the Members.

Notwithstanding anything to the contrary in these By-Laws, in the event of damage caused by an event for which a state of emergency is declared pursuant to Florida or federal authority in an area which encompasses all or part of the Community, the Board, may, but is not required to, exercise the following powers during such period of time as is reasonably necessary to mitigate damage to the Association, the Common Areas, and the Community and to make emergency repairs:

(a) Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, evacuating and closing Common Areas, shutting off utilities to any portion of the Common Areas, and suspending any services which the Association provides to the Common Areas or Units for such period as the Board determines appropriate.

(b) Enter into agreements with any federal, state, or local government to assist with debris removal from any portion of the Community;

(c) Contract, on behalf of any Owner, for items or services for which the Owner is otherwise responsible hereunder, to the extent that the Owner not present or able to perform such responsibility and failure to fulfill such responsibility materially adversely impacts the Community or neighboring properties, or is necessary to mitigate damage to or deterioration of such Owner's Unit. In such event, the Association may levy a Specific Assessment against the Unit(s) of the Owner(s) on whose behalf the Board has contracted for the amount necessary to reimburse the Association for costs incurred;

(d) Levy Special Assessments without a vote of the Members; and

(e) Borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association if operating funds are insufficient, without the necessity of complying with Section 7.5 of these By-Laws.

3.16. Duties.

The Board's duties shall include, without limitation:

(a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses;

(b) levying and collecting assessments from the Owners;

(c) providing for the operation, maintenance, and repair of the Area of Common Responsibility, including the Surface Water Management System Facilities and associated mitigation and preservation areas, as required by the Declaration and the Articles and in a manner consistent with the Community-Wide Standard;

(d) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and, where appropriate, providing for compensation of such personnel and for the purchase of necessary equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) opening bank accounts on the Association's behalf and designating the signatories required;

(f) depositing all funds received on the Association's behalf in a bank depository which the Board shall approve, and using such funds to operate the Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;

(g) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents. Such contracts shall be in writing and the Association shall obtain competitive bids if required by the Act;

(h) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association; however, the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration;

(i) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(j) paying the cost of all services rendered to the Association;

(k) keeping a detailed accounting of the Association's receipts and expenditures;

(l) making available to any prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Article 9;

(m) indemnifying a director, officer, employee, or committee member or former director, officer, employee, or committee member to the extent such indemnity is required by these By-Laws; and

(n) maintaining, and retaining for the time periods required, the "official records" of the Association, as provided in Florida Statutes §720.303(4).

3.17. Conflicts of Interest.

Unless otherwise approved by a majority of the other directors, no Owner Director may transact business with the Association or any Association contractor during his or her term as director. A director shall promptly disclose in writing to the Board any actual or potential conflict of interest affecting the directors relative to his or her performance as a director. A director's failure to make such disclosure shall be grounds for removal by a majority vote of the other Board members.

Notwithstanding the above, directors appointed by the Declarant may be employed by or otherwise transact business with the Declarant or its affiliate, and the Declarant may transact business with the Association or its contractors.

**Article 4
Officers**

4.1. Officers.

The Association's officers shall be a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the Board members; other officers may, but need not, be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election and Term of Office.

The initial officers of the Association shall be elected by the Board at its organizational meeting or by unanimous written consent in lieu thereof and shall serve until the Association's second annual meeting. Thereafter, the Board shall elect the Association's officers at the first Board meeting following each annual meeting of the Association or by unanimous written consent in lieu thereof, to serve until their successors are elected. Officers may not hold the same office for more than two consecutive terms.

4.3. Removal and Vacancies.

The Board may remove any officer, by a vote of at least 2/3 of the directors, whenever in its judgment the Association's best interests will be served and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4.4. Powers and Duties.

The Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Association's chief executive officer. The Treasurer shall have primary responsibility for preparing the Association's budgets as provided for in the Declaration, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Secretary shall prepare or supervise the preparation of meeting minutes as required by Florida law.

4.5. Resignation.

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

**Article 5
Committees**

5.1. General.

The Board may appoint such other committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution.

In an effort to encourage and incorporate a broad base of Owner and resident participation in community governance, it shall be the Association's policy that the Board create and delegate its responsibilities to committees as reasonably appropriate.

Committees shall exercise only such authority as granted by Board resolution, provided the Board may, in the exercise of its reasonable discretion, elect not to follow a committee's advice on any matter. Committees may not act without specific Board authority and may not bind the Association contractually or financially. Committee members may serve no more than two consecutive two-year terms on the same committee.

5.2. Covenants Committee.

In addition to any other committees that the Board may establish pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of at least three and no more than seven Owners who shall not be officers, directors, or employees of the Association or the spouse, parent, sibling, or child of any officer, director, or employee. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article 8. The Covenants Committee shall have no responsibility for seeking out violations of the Governing Documents.

**Article 6
Standards of Conduct; Liability and Indemnification**

6.1. Standards for Directors, Officers and Committee Members.

(a) The Board shall exercise its powers in a reasonable, fair, and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents. In performing their duties, directors and officers shall act as fiduciaries and shall discharge their duties as directors or officers, and as members of any committee to which they are appointed, in a manner that the director or officer reasonably believes in good faith to be in, or not opposed to, the best interests of the Association. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under Florida law.

(b) An officer, director or manager of the Association may not solicit, offer to accept, or accept any good, services, or other thing of value for themselves or immediate family members from any person providing or proposing to provide goods or services to the Association, except to the extent that such officer, director, or manager has personally given consideration for such goods, services, or other thing of value, except for such nominal gifts as specifically authorized by Florida Statutes §720.3033.

6.2. Liability.

A director or officer of the Association shall be insulated from liability to the same extent that liability of directors of corporations is limited under Florida law and the Articles.

6.3. Indemnification.

Subject to the limitations of Florida law, the Association shall indemnify every officer, director, employee, and committee member against all damages and expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, employee, or committee member, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent shall not in and of itself create a presumption that the director did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association or that he or she had reasonable cause to believe that his or her conduct was unlawful.

Notwithstanding the foregoing, the Association shall have no obligation to indemnify any individual against liability or expenses incurred in connection with a proceeding:

(a) brought by or in the right of the Association, although it may reimburse the individual for reasonable expenses incurred in connection with the proceeding if it is determined, by the court or in the manner provided above, that the individual met the relevant standard of conduct under Florida law; or

(b) to the extent that the individual is adjudged liable for conduct that constitutes:

- (i) intentional misconduct or knowing violation of the law;
- (ii) an unlawful distribution to members, directors, or officers; or
- (iii) receipt of an improper personal benefit.

This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, employee, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation if such insurance is reasonably available.

6.4. Advancement of Expenses.

In accordance with the procedures and subject to the conditions and limitations set forth in Florida law, the Board may authorize the Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former officer, director, employee, or committee member in any proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member.

6.5. Board and Officer Training and Certification.

(a) Within 90 days after election or appointment to the Board, each director shall certify in writing to the Secretary of the Association that: (i) he or she has read the Declaration, Articles, By-Laws, and Rules and policies of the Association; (ii) he or she will work to uphold such documents and policies to the best of his or her ability; and (iii) that he or she will faithfully discharge his or her fiduciary responsibilities to the Members. Alternatively, the director may provide a certificate of satisfactory completion, within one year prior to or 90 days after the date of election or appointment, of an education curriculum meeting the requirements of Florida Statutes §720.3033. A director who does not timely file the certification or education certificate shall be suspended from the Board until he or she complies with this requirement and the Board may temporarily fill the vacancy during the period of suspension. The Board shall retain a copy of each certification and educational certificate for a period of 5 years after the director's election.

(b) The Board may, as a Common Expense, conduct or provide for seminars and continuing educational opportunities designed to educate and inform its officers and directors of their responsibilities as officers and directors. The Board may retain industry professionals, which may include property managers, attorneys, and accountants, as appropriate or necessary for such purpose. The Board also may provide, or provide for, Owner and resident education designed to foster a better understanding of the Community's governance and operations and provide leadership training.

**Article 7
Management and Accounting**

7.1. Compensation of Directors and Officers.

Directors, officers, or committee members may not directly receive any salary or compensation from the Association for the performance of their duties as a director, officer or committee member and may not in any other way benefit financially from service to the Association, except as specifically authorized by Florida Statutes §§720.303 and 720.3033(12). The Association may reimburse any director or officer for expenses he or she incurs on the Association's behalf upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies he or she furnishes to the Association in a capacity other than as a director or officer pursuant to a contract or agreement with the Association. However, such director must make known his or her interest to the Board prior to entering into such contract, and a majority of the Board, excluding any interested director, must approve such contract.

7.2. Right of Class C Member to Disapprove Actions.

So long as there is a Class C Membership, the Class C Member shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee that, in the Class C Member's sole judgment, would tend to impair rights of the Declarant or Builders under the Declaration or these By-Laws, interfere with development or construction of any portion of the Community, or diminish the level of services the Association provides. The Board shall not implement any action, policy, or program subject to the right of disapproval set forth herein until and unless the requirements of this Section have been met.

(a) *Notice.* The Association shall give the Class C Member written notice of all meetings of the Members, the Board, and committees and any actions that any of them propose to take by written consent in lieu of a meeting. The Association shall give such notice by certified mail, return receipt requested, or by personal delivery at the address the Class C Member has registered with the Association. Such notice shall comply as to Board meetings with Section 3.9, and shall, except in the case of regular Board meetings pursuant to these By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting.

(b) *Opportunity to be Heard.* At any such meeting, the Association shall give the Class C Member the opportunity to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program that would be subject to the right of disapproval set forth herein.

The Class C Member, its representatives, or its agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Class C Member, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action.

The Class C Member may use this right to disapprove to block proposed actions but shall not use it to require any action or counteraction of any committee, the Board, or the Association. The Class C Member shall not use its right to disapprove to reduce the level of services the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

7.3. Managing Agent.

The Board may employ for the Association professional management agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy-making authority or ultimate responsibility for those duties set forth in Section 3.16. The Board may employ the Declarant or its affiliate as managing agent or manager.

The Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the managing agent or manager that might arise between Board meetings.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Declarant Control Period unless such contract contains a right of termination that may be exercised by the Association, with or without cause and without penalty, at any time after termination of the Declarant Control Period upon not more than 90 days' written notice.

The managing agent shall not accept remuneration from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association. The managing agent shall promptly disclose to the Board any financial or other interest that it may have in any firm providing goods or services to the Association.

7.4. Accounts and Reports.

(a) The Board shall follow the following accounting standards unless the Board specifically determines otherwise by a resolution duly adopted and permitted under Florida law:

- (i) accounting and controls should conform to generally accepted accounting principles; and
- (ii) the Association's cash accounts shall not be commingled with any other accounts, and during the Declarant Control Period, operating accounts shall not be commingled with reserve accounts;

(b) Commencing at the end of the quarter in which the first Unit is sold and closed, the following financial reports shall be prepared for the Association within 120 days after the end of each quarter:

- (i) an income statement reflecting all income and expense activity for the preceding period;
- (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
- (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
- (iv) a balance sheet as of the last day of the preceding period; and
- (v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless the Board specifies otherwise by resolution). A copy of the quarterly financial report shall be made available at no charge to any Member requesting a copy.

(c) Annually, within 120 days after the close of the Association's fiscal year, the Association shall prepare or cause to be prepared the following financial reports, as applicable:

- (i) a report of cash receipts and expenditures disclosing the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional, and management fees and expenses; taxes, costs for recreation facilities, expenses for refuse collection and utility services; expenses for lawn care; costs for building maintenance and repair; insurance costs; administration and salary expenses; and reserves if maintained by the Association; and
- (ii) for any fiscal year in which the Association has total annual revenues of \$150,000 or more, a complete set of financial statements, prepared in accordance with generally accepted accounting principles, based upon the Association's total annual revenues, as follows:

A. compiled financial statements, for any fiscal year in which the Association has total annual revenues of \$150,000 or more, but less than \$300,000;

B. reviewed financial statements, for any fiscal year in which the Association has total annual revenues of at least \$300,000, but less than \$500,000; or

C. audited financial statements, for any fiscal year in which the Association has total annual revenues of \$500,000 or more;

provided, upon resolution approved by Members entitled to cast a majority of the votes represented at a properly called meeting of the Association, the Association shall be relieved of its duty to provide financial statements otherwise required under this subsection (c)(ii), except to the extent that such resolution directs the Association to provide a lower level of financial reporting than otherwise required by this subsection (c)(ii). In the event that Florida Statutes §720.303(7) is amended to change the dollar ranges for preparation of compiled, reviewed or audited financial statements, then the dollar ranges set forth in clauses A., B., and C., above shall be deemed amended to conform to Florida Statutes §720.303(7)(a).

(d) If 20% of the Members petition the Board for a level of financial reporting higher than that required by subsection (c), the Board shall duly notice and hold a meeting of Members within 30 days of receipt of the petition for the purpose of voting on raising the level of reporting for that fiscal year. Upon resolution approved by Members entitled to cast a majority of the total votes in the Association, the Board shall cause the higher level of financial statements to be prepared as directed by such resolution within 90 days of the meeting or the end of the fiscal year, whichever occurs later. The Board shall amend the budget or adopt a special assessment as necessary to pay for the financial report, regardless of any provision to the contrary in the Governing Documents.

(e) Within 120 days after end of the Association's fiscal year or within 21 days following completion of the required financial reports, whichever is earlier, the Association shall mail or personally deliver to each Member a copy of the financial report required under subsection (c)(i) and shall provide each Member with either (i) a copy of any financial report required under subsection (c)(ii) or (d), or a (ii) written notice that a copy of such financial report is available upon request at no charge to the Member.

(f) The Association shall be responsible for filing such annual reports with the Division of Florida Condominiums, Timeshares and Mobile Homes (or any successor thereto) as may be required by Florida Statutes §720.303(13).

7.5. Borrowing.

The Association shall have the power to borrow money for any legal purpose. However, the Board shall obtain membership approval in the same manner provided in the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association's budgeted gross expenses for that fiscal year.

7.6. Right to Contract.

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management,

operational, or other agreements with other owners or residents associations within and outside the Community.

7.7. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All Association agreements, contracts, deeds, leases, checks, and other instruments shall be executed by at least two officers or by such other person or persons as the Board may designate by resolution. Any contract or other transaction between the Association and any of its directors or officers, or with any entity in which a director or officer has a financial interest, shall require approval by an affirmative vote of two-thirds (2/3) of the directors present and compliance with the requirements of Florida Statutes §617.0832 and shall be subject to veto by the members in accordance with Florida Statutes §720.3033(1)(c). The disclosures required by Florida Statutes §617.0832 shall be entered in the minutes of the meeting at which such contract or other transaction is approved.

**Article 8
Enforcement Procedures**

The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Governing Documents. To the extent specifically required by the Declaration, the Board shall comply with the following procedures prior to imposition of sanctions:

8.1. Notice and Response.

The Board or its delegate shall serve the alleged violator with written notice describing (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, (c) the alleged violator shall have 14 days to present a written request for a hearing before the Covenants Committee appointed pursuant to Article 5; and (d) a statement that the proposed sanction maybe imposed as contained in the notice unless a hearing is requested within 14 days of the notice.

The alleged violator shall respond to the notice of the alleged violation in writing within such 14-day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction. If the alleged violator cures the alleged violation and notifies the Board in writing within such 14-day period the Board may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 14-day period.

Prior to the effectiveness of sanctions imposed pursuant to this Article, proof of proper notice shall be placed in the minutes of the Board or Covenants Committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

8.2. Hearing.

If a hearing is requested within the allotted 14-day period, the hearing shall be held before the Covenants Committee. The alleged violator shall be afforded a reasonable opportunity to be heard. The

minutes of the meetings of the Covenants Committee shall contain a written statement of the results of the hearing (*i.e.*, the Committee's decision) and the sanction, if any, to be imposed. The role of the Covenants Committee shall be to confirm or reject the sanction imposed by the Board. If the Covenants Committee confirms the sanction, the Association shall give notice of any sanction imposed to the violator and, if the violator is not an Owner, to the Owner of the Unit in which the violator is a tenant, occupant or invitee.

8.3. Appeal.

If, following a hearing before the Covenants Committee, a sanction is imposed, the violator shall have the right to appeal the decision to the Board. To exercise this right, the violator must deliver a written notice of appeal to the Association's manager, President, or Secretary within 10 days after the hearing date.

**Article 9
Miscellaneous**

9.1. Fiscal Year.

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

9.2. Conflicts.

If there are conflicts among the provisions of Florida law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

9.3. Books and Records.

(a) *Turnover of Books and Records.* Within 90 days after termination of the Declarant Control Period, the Declarant shall deliver to the Association all property and other items required by Florida Statutes §720.307.

(b) *Inspection by Members and Mortgagees.* Except to the extent that Florida law permits the Association to restrict access to certain types of records, the Association's official records shall be maintained within the State of Florida for at least 7 years and shall be made available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Unit, any Member, or the duly appointed representative of any of the foregoing, at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Governing Documents; the membership register; books of account; the minutes of meetings of the Members, the Board, and committees; and any other records as required by Florida law. The Board shall provide for such inspection to take place within 45 miles of the Community within 10 business days after receipt of a written request for access submitted to the Association by certified mail, return receipt requested. The Board may comply with this Section by making the records available to a Member electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed on request. A Member or the Member's authorized representative may use a portable scanning device or similar technology to make an electronic copy of records which the Member would otherwise be entitled to copy hereunder.

Notwithstanding the above, the following Association records shall not be made available for inspection or copying:

(i) Any record protected by the attorney-client privilege as described in Florida Statutes §90.502 or the work-product privilege, including, but not limited to, any record prepared by or at the direction of the Association's attorney and subject to exclusion under Florida Statutes §720.303(5)(c);

(ii) Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a Unit;

(iii) Personnel records of the Association's or its management agent's employees, including but not limited to disciplinary, payroll, health, and insurance records (other than employment contracts or budgetary or financial records indicating compensation paid to an Association or management company employee, which shall not be considered "personnel records");

(iv) Medical records of Owners or community residents;

(v) Social Security numbers, driver license numbers, credit card numbers, electronic mail addresses, telephone numbers, emergency contact information, any address of an Owner other than that provided for Association notices, and other personal identifying information of any person other than the person's name, Unit identification and address, and mailing address for Association notices;

(vi) Any passwords or other electronic security measure that is used by the Association to safeguard data;

(vii) Any software and operating system used by the Association which allows the manipulation of data, even if the person inspecting the records owns a copy of the same software.

(c) *Rules for Inspection.* The Board may adopt reasonable written rules governing the frequency, time, location, notice, scope, and manner of inspections but may not require that an Owner state or demonstrate any proper purpose for the inspection or state any reason for the inspection, and may not limit an Owner's right to inspect records to less than one 8-hour business day per month. The Association shall maintain an adequate number of copies of the recorded governing documents to ensure availability to Members and prospective Members. The Board may establish fees to cover the costs of having personnel retrieve and copy the official records, subject to the limitations of Florida Statutes §720.303.

(d) *Inspection by Directors.* Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties owned or controlled by the Association. A director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

(e) *Additional Information.* Neither the Association nor any authorized agent thereof shall be required to provide a prospective purchaser or lienholder with information about the Community or the Association except as required by Florida Statutes §720.301, *et seq.*, or other applicable provisions of the Florida Statutes. If, upon request of the current Owner, the Association elects to provide information which is not required by law to be provided or disclosed, it may charge a reasonable fee to the current Owner for providing good faith responses to requests such for information, such fee not to exceed the amount set forth

in Florida Statutes §720.303, as it may be amended, plus the reasonable cost of photocopying and any attorney fees incurred by the Association in connection with such response.

9.4. Notices.

(a) *Form of Notice and Method of Delivery.* Except as otherwise provided in the Declaration or these By-Laws or by Florida law, all notices, demands, bills, statements, or other communications under the Declaration or these By-Laws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile or electronic mail with written confirmation of transmission, except that facsimile or electronic mail transmission shall not be permitted in the case of notice of a challenge to an amendment under Section 9.5, notice of a meeting to recall one or more directors, or otherwise where notice by electronic transmission is prohibited by the Act.

(b) *Delivery Address.* Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Member, at the address, telephone facsimile number, or e-mail address that the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member;

(ii) if to the Association, the Board, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the Association or its managing agent or at such other address as the Association shall designate by notice in writing to the Members pursuant to this Section; or

(iii) if to the Declarant, at the Declarant's principal address as it appears on the Department of State's records, or at such other address as the Declarant shall designate by notice in writing to the Association pursuant to this Section.

(c) *Effective Date.* Notice sent in accordance with Section 9.4(a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U.S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by telephone facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

9.5. Amendment.

(a) *By Class C Member.* Until termination of the Declarant Control Period, the Class C Member may unilaterally amend these By-Laws, except as provided in subsection (c).

(b) By Membership Generally. Except as provided above and in subsection (c), these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members entitled to cast 67% of the total votes in the Association, and the consent of the Class C Member, if such exists.

(c) Validity and Effective Date of Amendments. Notwithstanding Section 9.5(a) and (b), any amendment to these By-Laws that alters any provision relating to the Surface Water Management System Facilities or that materially affects the operation and maintenance of the Surface Water Management System Facilities (including any environmental conservation areas and water management portions of the Common Area), must have the prior written approval of SFWMD and shall not be effective until any necessary Permit modification is approved by SFWMD, unless SFWMD advises in writing that no Permit modification is necessary. No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class C Member without the written consent of the Declarant, the Class C Member, or the assignee of such right or privilege. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment which purports to change the quorum requirement or percentage of votes necessary to take action under a specific clause shall be effective unless approved by at least that fraction or percentage of votes that would be required for action to be taken under that clause. Amendments to these By-Laws shall become effective upon recordation unless a later effective date is specified therein. A copy of any amendment, or if permitted by Florida Statutes §720.306(1)(b), notice of the recording thereof, shall be provided to the Members within 30 days after recording.

Any procedural challenge to an amendment must be made within six months of its recordation by written notice to the Association and, during the Development and Sale Period, to the Declarant, or such amendment shall be presumed to have been validly adopted. Any such notice shall be given in accordance with Section 9.4 and shall state the grounds upon which the validity of the amendment is being challenged.

6031.01/CADocs/ByL/091118/jps

CERTIFICATION


I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Bent Pine Preserve Homeowners Association, Inc., a Florida corporation not-for-profit;

That the foregoing By-Laws constitute the original By-Laws of the Association, as duly adopted by resolution of the Board of Directors thereof on the 15th day of March, 2019.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 15th day of May, 2019.

[SEAL]



Secretary