

**EXHIBIT C****AMENDED AND RESTATED BY-LAWS  
OF  
TIVOLI TRACE, A CONDOMINIUM****I  
PURPOSE**

These are the By-Laws of Tivoli Trace Condominium Association Inc. a Florida Corporation not-for-profit under the laws of the State of Florida. The Corporation has been organized for the purpose of managing, operating, and administering the Condominium established on the lands described in the legal descriptions, surveys, and site plans as described in Exhibit A to the Amended and Restated Declaration of Condominium, to which these By-Laws are attached. The fiscal year of the Corporation shall be the calendar year. These By-Laws supersede, restate, and replace all previous versions of all such By-Laws previously recorded, restated, or amended, and are Exhibit "C" to the Amended and Restated Declaration of Condominium of Tivoli Trace, A Condominium, to which they are attached.

**II  
DEFINITIONS**

All terms used herein which are defined in the Declaration of Condominium for Tivoli Trace shall be used herein with the same meanings as in said Declaration.

**III  
LOCATION OF PRINCIPAL OFFICE**

The principal office shall be located at 890 Trace Circle, Deerfield Beach Florida, 33441 or at such other place as may be established by resolution by the Board of Directors of the Association, from time to time.

**IV  
MEMBERSHIP AND VOTING RIGHTS**

## 1. Membership.

a) Every person or legal entity that is a record fee simple owner of a Unit, shall be a member of the Association, provided that any such person or legal entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit or other property which is subject to assessment.

b) There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of the Association. Such person shall be known, and is hereinafter referred to, as a "Voting Member". If a unit is owned by more than one person, the owners of said unit shall designate one owner as the "Voting Member", or in the case of unit owned by a legal entity, the provisions of paragraph 8(c) below shall apply.

c) The Total number of votes shall be equal to the total number of units in the Condominium and each Unit shall have no more and no less than one (1) equal vote in the Association. A vote of a Condominium unit is not divisible. Any one individual, or entity, shall have as many votes as the number of units owned by that individual, or entity, in the Association. For example, if one individual, or entity, owns two (2) Condominium parcels, then there shall be two votes, etc.

2. The annual members meeting shall be held on the date, at the place and at the time determined by the Board of Directors, from time to time, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as otherwise provided herein, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of meeting sent to Unit Owners in advance thereof. Any unit owner may tape record or videotape meetings of the members and may speak at such meetings with reference to all designated agenda items, subject, however, to Board Rules.

3. Special members meetings shall be held at such places as provided for annual meetings, and may be called by the President or a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of

Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

4. Notice of All Members Meetings. Notice of all Members' meetings, stating the time, place, and purpose(s) of the meeting, shall be electronically transmitted in accordance with law or sent to each Member at the mailing address on the books of the Association as originally provided by that Member, by U.S. regular mail, unless waived in writing, at least fourteen (14) days prior to the meeting as to annual meetings and at least fourteen (14) days as to special meetings. The Association shall only be obligated to electronically transmit, mail or deliver notice to one location, no matter how many persons own a Unit, and no matter how many other residences such Owner may have. It shall be the Members obligation to provide written notice of any change of mailing address, as may occur, to the Association. In the absence of written direction to the contrary, notices will be given to the email address or address of the Unit. Hand delivery and electronic notice of membership meetings is permissible in accordance with law. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any Members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Article 2.4 next following. An Officer of the Association or other person providing notice shall execute an affidavit of mailing, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda for the annual meeting shall be posted at a conspicuous location, designated by Board resolution, on the Condominium Property at least fourteen (14) days in advance of the meeting.

Notice of specific meetings may be waived before or after a meeting, and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his proxy holder's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Not less than sixty (60) days before a scheduled election (regular elections coincide with the annual meeting), the Association shall electronically transmit, mail or hand deliver, whether by separate mailing or included in another Association mailing or delivery, including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner 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. Not less than thirty-five (35) days prior to the election, candidates may submit an information sheet, on one side of the sheet, no larger than 8 1/2 x 11 inches, for mailing to members. Not less than fourteen (14) days before the election meeting, the Association shall mail or deliver a second notice of the meeting to all unit owners entitled to vote therein, together with a ballot which shall list all candidates in alphabetical order by surname, with no indication of incumbents. Upon the request of a candidate, the Association shall include, with the mailing of the ballot, the information sheet furnished by the candidate, with the cost of mailing and copying to be borne by the Association.

5. Except as otherwise provided herein or by law, a quorum at members' meetings shall consist of persons, present in person or by proxy, representing one-third (1/3) of the voting interests of the Association. There shall be no quorum requirement necessary for election of members of the Board, however, at least twenty (20%) percent of all eligible voters must cast a ballot in order to have valid election, except in the situation where the number of candidates equals the number of vacancies, in which case no election is required. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval is required by the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these By-Laws. Joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such member for the purpose of determining a quorum.

6. Except as otherwise provided herein, votes may be cast in person, or by limited proxy. All proxies shall be limited proxies, may be made by any person entitled to vote, shall be valid only for the particular meeting designated therein and any lawful adjournment thereof and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. The Board of Directors shall be elected by written ballot, voting machine or in any other manner allowed by law. Proxies shall in no event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Elections of directors shall be decided by a plurality of those ballots cast. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid.

7. Action by Written Consent. Action required or permitted by the Declaration, Articles, By-Laws or any statute to be taken at an annual or special meeting of the members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting, on the following matters: (a) approving, disapproving or modifying amendments to the Declaration, Articles,

and Bylaws; (b) approving, disapproving, limiting, increasing, decreasing or deleting requirements for reserves, or utilizing reserves or portions thereof for purposes other than for which they were collected, including interest earned thereon; (c) approving, disapproving, limiting, increasing, decreasing or modifying capital expenditures and/or material alterations or substantial additions to the Common Elements and/or material alterations or modifications to the appurtenances to a unit, (d) waiving, deleting or changing the type of any financial report or financial statement required by law or the Condominium Documents, and (e) any other matters now or hereafter permitted for which action by written agreement without meetings is allowed by any statute, including Sections 617.0701(4) and 718.11242(d)(3), Florida Statutes, as same may be amended or renumbered from time to time. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes, and delivered to the Association. No written consent shall be effective to take the action referred to therein unless, within sixty (60) days of the date of the earliest dated consent delivered to the Association, written consent signed by the number of members required to take action is delivered to the Association. Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. No revocation is effective unless in writing and until received by the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized actions. Action by written consent may also be utilized in conjunction with meetings of the members. In such event, the action will be authorized if approved by a combination of written consents and votes totaling not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting. If action by written consent is utilized in conjunction with a meeting, no written consent shall be effective to take the action referred to therein unless such written consent is delivered to the Association at or before the time and the date of the meeting, and the Association receives the combined requisite number of consents and votes to authorize the proposed action.

#### 8. Voting.

(a) Number of Votes. Except as provided in Paragraph 7 hereof, in any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration, the Articles of Incorporation or these By-Laws. As used in these By-Laws, the Articles of Incorporation, or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean those Unit Owner, having more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained.

(c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit, shall be designated by a Certificate of Voting Member signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a Certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. If a Unit is owned by a partnership, any general partner or Primary Occupant may vote on behalf of the partnership. If a Unit is owned in trust, any grantor, trustee of a trust, or Primary Occupant shall be entitled to vote. If a Unit is owned by a limited liability company, any member, manager, officer or Primary Occupant may vote on behalf of the limited liability company. Any person with bona fide apparent authority asserting the right to vote on behalf of a Unit owned by an artificial entity shall be presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Association designating some other person entitled to vote or if the Association has reasonable cause to believe such person is not eligible to vote. A Certificate of Voting Member shall be valid until revoked or until superseded by a subsequent Certificate or until a change in ownership of the Unit concerned. A Certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a Certificate designating the person entitled to cast the vote for a Unit for which such certificate is required, and is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such Certificate is filed, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the manner provided above. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting and their vote shall not

be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the Unit vote.

9. The agenda and order of business at annual Members' meetings and, as far as applicable at all other Members' meetings, shall be:

- (a) Call to order by the President;
- (b) At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
- (c) Appointment by the President (or chairman) of inspectors of election;
- (d) Election of Directors;
- (e) Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;
- (f) Proof of notice of the meeting or waiver of notice;
- (g) Disposal of unapproved minutes, if any;
- (h) Reports of Officers, if any;
- (i) Reports of Committees, if any;
- (j) Disposal of voting items included by Board in meeting materials, if any;
- (k) Adjournment.

## V

### BOARD OF DIRECTORS

1. A majority of the Board of Directors present shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

## VI

### ELECTION OF DIRECTORS

Election of Directors shall be conducted in the following manner:

1. Election shall be by ballot, voting machine or in any other manner allowed by law, each person voting being entitled to cast his vote for each of as many candidates as there are vacancies to be filled. There shall be no cumulative voting.

2. There shall be a total of five (5) Board members.

3. Any Director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of the voting interests of the members called for that purpose. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. The vacancy on the Board of Directors so created shall be filled by the members of the Association at the same meeting, or by the remaining Directors if the recall and removal is by agreement or voting, provided that such remaining Directors shall not appoint any member of the Board of Directors removed by that recall.

4. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently or until his or her successor is duly elected and qualified, or until he is removed in the manner provided above.

5. A legal entity that owns a unit or multiple units may appoint one (1) representative to run for the Board of Directors for its unit(s), it being the intent of this section that a legal entity may only have one representatives running for or serving on the Board at any one time.

**VII**  
**BOARD MEETINGS**

1. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Special meetings of the Board of 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 two (2) days' notice of any Board meeting shall be given personally or by mail, telephone or telegraph to each Director, which notice shall state the time, date, place and purpose of the meeting.

2. Notice of all meetings of the Board of Directors, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property forty-eight (48) continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed, or approved, shall be mailed, delivered or electronically transmitted to the unit owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Any unit owner may tape record or videotape meetings of the Board and may speak at such meetings with reference to all designated agenda items, subject, however, to Board rules.

3. A quorum at a Directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting which a quorum is present, shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws. A director of the Association who is present at a meeting of its Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board meetings. Directors may vote by secret ballot for the election of officers only. A vote or abstention for each director present shall be recorded in the minutes.

4. The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed.

5. Owner Right to Speak at Board Meetings. Meetings of the Board of Directors, at which a majority of the Board Members are present, shall be open to all Members. Members may not designate third persons, through power of attorney or otherwise, to attend Board meetings unless agreed to otherwise by the Board. The Member's right to attend Board meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Member statements. Unless otherwise provided by the Board, each Member is entitled to speak for three minutes with reference to each designated agenda item.

6. Recording of Board Meetings. Unit Owners may record meetings of the Board and meeting of the Members for their own personal use, but may not post such recordings on any website or other media which can be readily viewed by persons who are not Members of the Association. The Board may adopt reasonable rules governing the recording of meetings of the Board and the membership.

7. Closed Board meetings. Board meetings subject to the attorney-client privilege and Board meetings involving personnel matters shall not be open to Member attendance. In such instance, notice of such closed meeting shall be posted conspicuously on the Condominium.

8. Meetings of any committee of the Board at which a quorum of the members of that committee are present shall be open to all owners. A committee is defined as only those groups which make recommendations to the Board regarding the Association's budget, or which take action on behalf of the Board. Written notice, which notice shall specifically incorporate an identification of agenda items, of all committee meetings shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency.

**VIII**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

1. The Board shall have the power to:

A. To call meetings of the members.

B. To appoint, remove at its pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

C. To establish, levy and assess and collect special assessments and the assessments for common expenses from the unit owners, necessary to operate the Association and carry on its activities, and to adopt a budget for each calendar or fiscal year (as same may be adopted by the Board of Directors) which shall include the estimated funds required to defray the current expenses and shall include reserve accounts for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than \$10,000.00, or any other amount required pursuant to Section 718.112(2)(f)(2), Florida Statutes, as same may be amended or renumbered from time to time. These accounts must include roof replacement, building painting, and pavement resurfacing. In addition, reserve accounts shall be included in the budget adopted by the Board for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000 pursuant to Section 718.112(2)(f)(2), Florida Statutes, as same may be amended or renumbered from time to time. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost or deferred maintenance expense of each item. The board may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. The members may, by a vote of the majority of the members present at a duly called meeting of the Association, determine for a fiscal year to provide no reserves or reserves less adequate than required herein.

D. To appoint committees, adopt and publish rules and regulations governing the use of the Condominium Property or any portion thereof, specifically but not limited to rules regarding pets, parking and towing of vehicles from the Condominium Property for violations of parking rules and the personal conduct of the members and their lessees, invitees and guests on the Condominium Property or any portion thereof, including reasonable admission charges if deemed appropriate.

E. To authorize and cause the Association to enter into contracts for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

F. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to members in the Declaration of Condominium or the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

A. To cause to be kept a complete record of all its acts and corporate affairs.

B. To supervise all officers, agents and employees of this Association and to see that their duties are properly performed.

C. With reference to assessments of the Association:

(1) Assessments against the unit owners for their share of the items of the budget shall be made for the calendar year, annually in advance on or before December 20th preceding the year for which the assessments are made, or on such alternate date as the Board of Directors may determine. Such assessments shall be due in twelve (12) equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by amended assessments. In the event the annual assessment proves to be insufficient, the budget and assessments therefore may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made, or as otherwise provided by the Board of Directors.

(2) The specific purpose or purposes of any special assessment approved in accordance with the condominium documents shall be set forth in a written notice of such assessment sent or delivered to each unit owner. The funds collected pursuant to a special assessment shall be used only

for the specific purpose or purposes set forth in such notice. Upon completion of such purpose or purposes, including the Board's determination that the purpose for which the special assessment was approved is no longer necessary, any excess funds will be considered common surplus and may, at the discretion of the Board, either be returned to the unit owners or applied toward future assessments. Notwithstanding the above, the unit owners may, by a vote of the majority of the members present at a duly called meeting of the Association, determine to use the funds collected by special assessment for a different purpose or purposes then as set forth in said notice.

(3) To send notice of each assessment to every member subject thereto.

(4) Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest amount allowed by the laws of the State of Florida.

(5) A late fee in the highest amount permitted by law shall be added to each assessment or installment thereon not paid within ten (10) days from the due date.

## **IX** **OFFICERS**

1. The officers shall be a President, a Vice president, a Secretary and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the officers need not be.

2. The officers of the Association shall be elected by the Board of Directors at the organizational meeting of the Board of Directors, which shall be held immediately following the annual meeting of the Association or within ten (10) days thereafter. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified,

3. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

6. The Vice President or the Vice President so designated by the Board of Directors if there is more than one (1) Vice President, shall perform all of the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall: (a) record the votes and keep the minutes of all proceedings in a book to be kept for that purpose; (b) sign all certificates of membership; (c) keep the records of the Association; and (d) record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual compilation (or such other financial report as required by law) of the Association books be made by an accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.

## **X** **BOOKS AND PAPERS**

The books, records and papers of the Association shall be made available upon written request, during reasonable business hours, and be subject to inspection by any member in accordance with the provisions of Chapter 718, Florida Statutes and reasonable rules and regulations adopted by the Board regarding same.

**XI**  
**SEAL**

The Association shall have a seal in circular form having within its circumference the words: TIVOLI TRACE CONDOMINIUM ASSOCIATION, INC., Not-For-Profit.

**XII**  
**METHOD OF AMENDMENT**

These By-Laws may be amended, except as otherwise provided in the Declaration, upon a resolution for the adoption of a proposed amendment, which proposal may be made either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. A proposed amendment to the By-Laws must be approved:

(a) by not less than a majority of the votes of members of the Association represented at a meeting at which a quorum has been obtained and by not less than a majority of the entire Board of Directors; or

(b) by not less than seventy-five (75%) percent of the votes of the members of the Association represented at a meeting at which a quorum has been attained, or

(c) by not less than the entire Board of Directors

**XIII**  
**VIOLATIONS AND FINING**

In the event of a violation of the provisions of the Condominium Act (as same may be amended or renumbered from time to time), the Declaration of Condominium, Articles of Incorporation, By-Laws or Rules and Regulations of the Association, as the same are now or may hereafter be amended, the Association may bring appropriate action against a unit owner, director or officer of the Association, any tenant leasing a unit and any other invitee occupying a unit to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or take such other legal remedy as it may deem appropriate and in accordance with the law. The prevailing party in any such action is entitled to recover reasonable attorney's fees. In addition to the remedies available above, the Association may levy fines against a unit for the failure of the owner of the unit or the owner's family, or its occupant, licensee, tenant, invitee or guest of any of the foregoing, to comply with any provision of the Condominium Act (as same may be amended or renumbered from time to time), the Declaration of Condominium, the Articles of Incorporation, By-Laws or Rules and Regulations of the Association, as same may be amended or renumbered from time to time in accordance with the Condominium Act.

The Directors may, pursuant to the Act, levy fines not to exceed the maximum permissible by law, and/or suspend the right to use Common Elements, common facilities, or any other Association Property, as permitted by the Act, for failure of the Owner of the Unit or any Resident, Occupant, Tenant, Guest, Licensee, Invitee, or any Family members thereof to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws. Directors may also, pursuant to the Act, suspend a unit owner's right to vote.

A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. A suspension shall be imposed and enforceable for a reasonable amount of time, as determined by the Board of Directors, and subject to the confirmation or rejection of the independent committee in accordance with the Act.

The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), shall be afforded an opportunity for hearing by being given notice of not less than twenty (20) days. Notice shall be effective when mailed by U.S. mail, certified, return receipt requested, to the address of the Member listed in the official records of the Association, and as to Tenants, to the mailing address for the Unit. Said notice shall include:

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



The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of Members appointed by the Board, which may not include Board Members nor persons residing in a Board Member's household. If the Committee does not confirm the fine and/or suspension, the fine and/or suspension may not be imposed. Should the Association be required to initiate legal proceedings to collect a duly imposed fine or enforce a duly imposed suspension, the prevailing party in an action to collect said fine shall be entitled to an award of costs and a reasonable attorneys' fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. Members shall be jointly and severally liable for the payment of fines imposed against and/or suspension imposed upon Residents, Occupants, Tenants, Guests, Licensees, Invitees, or any Family members thereof.

Nothing herein shall be construed as a prohibition of or a limitation on the right of the Association to pursue other means to enforce the provisions of the Condominium Documents and all rights and remedies Association shall be cumulative.

**XIV**  
**APPLICATION FEE**

Any application for the sale, lease or other transfer of a condominium parcel, including the acquisition thereof by gift, devise, inheritance, involuntary sale or otherwise, shall be accompanied by an application fee in the highest amount permitted by law per applicant, or such lesser amount as the Board may determine, from time to time, by duly adopted rule. The application fee is non-refundable.

**XV**  
**RULES AND REGULATIONS**

The Rules and Regulations may be amended from time to time solely at the resolution and approval of the Board of Directors and are a part of the Governing Documents of the Tivoli Trace Condominium Association Inc., hereafter identified as Exhibit "D" to the Declaration. The Rules and Regulations shall be binding on all Unit Owners, the Owners Tenants, or other Occupants of the Owners Unit, while residing in the Unit or are guests of the Owner upon the Common and Limited Common Elements of the Property, regardless of when a Unit was purchased.

**XVI**  
**MISCELLANEOUS**

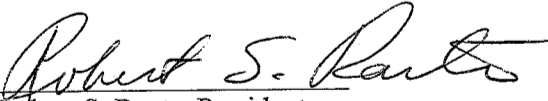
The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

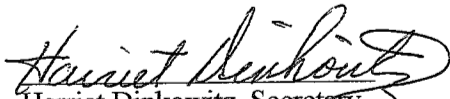
Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

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

**CERTIFICATE**

The foregoing were amended and restated as the By-Laws of TIVOLI TRACE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on the 15th day of MARCH, 2017.

  
Robert S. Ranta, President

  
Harriet Dinkowitz, Secretary