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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

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Return to:
Richard A. Ulrich, Esq.
Ulrich, Scarlett, Watts & Dean, P.A.
713 S. Orange Ave., Ste. 201
Sarasota, Florida 34236

CERTIFICATE OF AMENDMENT
TO DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
AND BYLAWS FOR CHESTNUT CREEK

THE UNDERSIGNED, as President of Chestnut Creek Master Association, Inc., a Florida not for profit corporation (hereinafter the "Association") hereby certifies that the Declaration of Maintenance and Land Use Provisions for Chestnut Creek as recorded in Official Records Book 1754, Pages 1015 et seq., as amended from time to time, and Bylaws for Chestnut Creek, all as recorded in the Public Records of Sarasota County, Florida, were duly amended and restated by the required vote of the members of the Association at a meeting of the Association held on March 19, 2025. It is further certified that the documents for amendment and restatement as submitted to the members were proposed and adopted as required by the governing documents and applicable Florida law. The Amended and Restated Declaration of Maintenance and Land Use Provisions and the Amended and Restated Bylaws for Chestnut Creek, are attached hereto as **Composite Exhibit "A"**.

IN WITNESS WHEREOF, the Association has caused this Certificate to be executed by its President and attested to by its Secretary, this 2nd day of April, 2025.

WITNESSES:

Witness #1

Print Name: Debra Tolman

Witness Address:

205 Woodlawn Trail
Yonkers FL 34292

Witness #2

Print Name: Edward S. Harvey

Witness Address:

204 Woodlawn Trail
Yonkers FL 34292

CHESTNUT CREEK MASTER
ASSOCIATION, INC., a Florida not for profit
corporation

By: Jeff Hartman

President: Jeff Hartman

Attested:

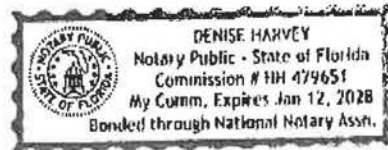
By: Michelle Morgan

Secretary: Michelle Morgan

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 2nd day of March, 2025, by Jeff Hartman, as President of Chestnut Creek Master Association, Inc., a Florida not for profit corporation, on behalf of said corporation, who is personally known to me or has produced _____ as identification.

Denise Harvey
Print Name: Denise Harvey
Notary Public
My Commission Expires: 1/12/28



**AMENDED AND RESTATED
BYLAWS
OF
CHESTNUT CREEK MASTER ASSOCIATION, INC.
A Florida Corporation Not-For-Profit**

*[Substantial rewording of Bylaws. See existing Bylaws
and amendments thereto for present text.]*

The Members of **CHESTNUT CREEK MASTER ASSOCIATION, INC.** (herein, the "Association"), a corporation not-for-profit under the laws of the State of Florida, hereby adopt the following Amended and Restated Bylaws. The Amended and Restated Bylaws supersede and replace all previous Bylaws and amendments thereto. The Amended and Restated Declaration of Maintenance and Land Use Provisions for Chestnut Creek was recorded at Instrument # 2000034625 et seq. of the Official Records of Sarasota County, Florida (herein, the "Declaration").

**ARTICLE 1.
IDENTITY**

1.1 **Name.** The name of the corporation is **CHESTNUT CREEK MASTER ASSOCIATION, INC.** (herein, the "Association").

1.2 **Principal Address.** The name of this corporation shall be **CHESTNUT CREEK MASTER ASSOCIATION, INC.** The principal address of the Association is 1162 Indian Hills Blvd Venice, FL 34293. The Association's Board of Directors may change the Association's principal office from time to time in the manner provided by law.

1.3 **Adoption.** These Amended and Restated Bylaws of the Association have been adopted as the Bylaws of the Association.

1.4 **Definitions.** All terms used in these Bylaws have the same meaning, to the extent applicable, as set forth in the Amended and Restated Declaration of Maintenance and Land Use Provisions for Chestnut Creek (herein, the "Declaration").

1.5 **Corporate Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "corporation not for profit" and the year of incorporation (1992). Alternatively, the words "Corporate Seal" may serve as the seal of the Association.

**ARTICLE 2.
POWERS OF THE ASSOCIATION**

2.1 The Association shall have all powers granted to it by Florida law, the Declaration, the Articles of Incorporation, and these Bylaws. The powers of the Association shall be exercised by its Board of Directors and its officers unless the exercise thereof is otherwise restricted in the Declaration, the Articles, the Bylaws or by law.

2.2 Emergency Powers. consistent with Section 617.0830, Florida Statutes, the board of directors, in response to damage or injury caused by or anticipated in connection with an emergency, as defined in Section 252.34(4), Florida Statutes, for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes, in the area encompassed by the association, may exercise the following powers:

- (A) Conduct board meetings, committee meetings, elections, or membership meetings, in whole or in part, by telephone, real-time videoconferencing, or similar real-time electronic or video communication after notice of the meetings and board decisions is provided in as practicable a manner as possible, including via publication, radio, United States mail, the Internet, electronic transmission, public service announcements, conspicuous posting on the common area, or any other means the board deems appropriate under the circumstances. Notice of decisions may also be communicated as provided in this paragraph.
- (B) Cancel and reschedule an association meeting.
- (C) Designate assistant officers who are not directors. If the executive officer is incapacitated or unavailable, the assistant officer has the same authority during the state of emergency as the executive officer he or she assists.
- (D) Relocate the association's principal office or designate an alternative principal office.
- (E) Enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.
- (F) Implement a disaster or an emergency plan before, during, or following the event for which a state of emergency is declared, which may include, but is not limited to, turning on or shutting off elevators; electricity; water, sewer, or security systems; or air conditioners for association buildings.
- (G) Based upon the advice of emergency management officials or public health officials, or upon the advice of licensed professionals retained by or otherwise available to the board, determine any portion of the common areas or facilities unavailable for entry or occupancy by owners or their family members, tenants, guests, agents, or invitees to protect their health, safety, or welfare.
- (H) Based upon the advice of emergency management officials or public health officials or upon the advice of licensed professionals retained by or otherwise available to the board, determine whether the common areas or facilities can be safely inhabited, accessed, or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the declaration.
- (I) Mitigate further damage, injury, or contagion, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other

fixtures on or within the common areas or facilities or sanitizing the common areas or facilities.

- (J) Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the declaration or other recorded governing documents, levy special assessments without a vote of the owners.
- (K) Without owners' approval, 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. This paragraph does not limit the general authority of the association to borrow money, subject to such restrictions contained in the declaration or other recorded governing documents.

ARTICLE 3. MEETINGS OF MEMBERS

3.1 Annual Meetings of Members. An annual meeting of the Members shall be held in the month of January each year, at a date, time and place specified by the Board. At each annual membership meeting, the Members shall elect Directors and may conduct such other business as may be properly brought before the meeting. The membership shall meet at least once each calendar year.

3.2 Special Meetings. The President or Vice President of the Association may call special meetings of the Members. In addition, it shall be the duty of the President to call a special meeting of the Members if so directed by resolution of a Majority of the Board of Directors, or upon receipt of a written petition signed by at least five percent (5%) of the total eligible Voting Interests of the Association, which request shall state a valid purpose for the special membership meeting. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose(s) thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.3 Notice of Meetings. The Association shall provide proper notice of all members' meetings. The meeting notice shall include an agenda and shall state the date, time and place for which the meeting is called. The notice shall be mailed, emailed or hand-delivered to each Member at the Member's designated address as it last appears on the books of the Association. The Association shall provide notice of the meeting to all Members not less than fourteen (14) days or more than sixty (60) days prior to the date of the membership meeting. The person providing the notice of the membership meeting shall provide proof of proper and timely notice by affidavit. Notwithstanding any other provision herein, notice of meetings of the Board of Directors, membership meetings, and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission.

3.4 Quorum. The presence, in person or by proxy, of Members representing at least thirty percent (30%) of the eligible total Voting Interests in the Association shall constitute a quorum at all membership meetings of the Association. There are 668 parcels in the Subdivision; therefore, there are 668 Voting Interests. Members may attend a membership meeting in person or by proxy or by means of remote communication if permitted by Board resolution as provided in Section 617.0721, Florida Statutes. A voting interest or consent right allocated to a Parcel or Member which has been suspended by the Association may not be counted towards the total number of Voting Interests necessary to constitute a

quorum, the number of Voting Interests required to conduct an election, or the number of Voting Interests required to approve an action under applicable Florida Statutes or pursuant to the Declaration, Articles of Incorporation or these Bylaws.

3.5 Proxies. Members may vote in person, by means of remote communication if permitted by duly-adopted Board resolution as more fully provided in Section 617.0721, Florida Statutes or by proxy; provided, however, that the form of the proxy substantially meets the requirements of Florida law. A proxy may be made by any person entitled to vote, and must be filed with the Secretary of the Association before or at the appointed time of the meeting or prior to the reconvening of an adjourned meeting. Proxies shall not be used in the election of directors. To be valid, a proxy must state the date, time, and place of the membership meeting for which it was given, and must be signed by the person(s) authorized to cast the vote on behalf of the Parcel. A proxy is effective only for the specific membership meeting for which it was originally given, and as the meeting may lawfully be adjourned and reconvened from time to time. Proxies automatically expire ninety (90) days after the date of the membership meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

3.6 Adjournment of Meetings. A Majority of the Association's total eligible Voting Interests who are present (in person or by proxy) at a membership meeting may adjourn the meeting to a date, time and place no more than ninety (90) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If the date, time and place for reconvening the meeting are not announced at the meeting before an adjournment is taken, notice of the new date, time and place for the reconvened meeting shall be given to the Members in the manner prescribed in Article 3.4 above. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

3.7 Waiver of Notice. Notice of a membership meeting may be waived by a Member before or after a membership meeting. A Member waives any defect or lack of notice by attending a membership meeting, except when that attendance is for the expressed purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.8 Presiding Officer. The chairperson at all membership meetings shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the Members present (in person or by proxy) may designate any other person to preside as chairperson of the meeting.

3.9 Minutes of Meetings. The Secretary or the Secretary's designee shall keep the minutes of the membership meeting. The minutes of the membership meetings shall be kept in a business-like manner and be available for inspection and copying by the Members or their authorized representatives at any reasonable time. The Association shall maintain these minutes for as long as required by the Homeowner's Association Act.

3.10 Written Action by Members. Any action required by law or the Governing Documents to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by the required percentage of Members entitled to vote with respect to the subject matter thereof. Such Member action by written agreement shall comply with the procedural requirements of Section 617.0701(4), Florida Statutes.

3.11 Order of Business. Unless otherwise determined by the meeting chairman, the order of business at annual membership meetings, and as far as practical at all special membership meetings, shall be as follows:

- (A) Election of Chairperson (if President absent)
- (B) Calling of the roll and certifying proxies
- (C) Proof of meeting notice or waiver of notice
- (D) Reading and disposal of unapproved minutes
- (E) Reports of officers
- (F) Reports of committees
- (G) Appointment by President of inspectors of election
- (H) Election of directors
- (I) Unfinished business
- (J) New business
- (K) Announcements
- (L) Adjournment

ARTICLE 4. VOTING

4.1 Voting Rights. The Owner(s) of each Parcel shall be entitled to one (1) vote as a Member of the Association. The manner of exercising such voting rights shall be determined by these Bylaws. Members shall have the right to vote only on Association matters requiring a membership vote pursuant to the Declaration, Articles of Incorporation, Bylaws or applicable Florida Statutes. The membership of the Association shall consist of all of the record Owners in the Subdivision. In any meeting of the Members, the Owners shall be entitled to cast one (1) vote per Parcel.

4.2 Vote Required. The acts approved by a Majority of the total eligible Voting Interests present (in person or by proxy) at a membership meeting at which a quorum is obtained shall constitute the acts of the Members, except when approval by a greater number of Members is required by Florida law, the Declaration, the Articles of Incorporation or these Bylaws. The term "Majority" as used in these Bylaws and other Governing Documents and instruments in reference to voting by Members and the Board of Directors shall mean more than fifty percent (50%).

4.3 Certificate of Voting Representative.

- (A) **Single Owner.** If a Parcel is owned by one person, his or her right to vote shall be established by the record title to his or her Parcel.
- (B) **Multiple Owners.** If the Parcel is owned by more than one (1) person, the person entitled to cast the vote for the Parcel shall be designated by a certificate signed by all of the record Owners of the Parcel, and filed with the Secretary of the Association.
- (C) **Married Owners.** In the event a Parcel is owned by a married couple, that Parcel's vote may be cast by person or by proxy by either spouse, provided that there shall be only one (1) vote per Parcel. No voting certificate shall be required. However, if both spouses cast a vote and the votes do not agree, the vote shall not be counted as to the matter under

consideration in which the conflict arose, whether the conflict appears by vote in person or by proxy.

- (D) **Corporation or LLC.** If a Parcel is owned by a corporation or limited liability company ("LLC"), the person entitled to cast the vote for the Parcel shall be designated by a certificate of his or her appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation or an authorized member of the LLC, and filed with the Secretary of the Association.
- (E) **Partnership.** If the Parcel is owned by a partnership, the person entitled to cast the vote for the Parcel shall be designated by a voting certificate signed by a partner.
- (F) **Trust.** If the Parcel is owned by a trust, the person entitled to cast the vote for the Parcel shall be designated by a voting certificate signed by the trustee of the trust.

Such voting certificate shall be valid until revoked and until superseded by a subsequent certificate or until a change in the ownership of the Parcel concerned. A certificate designating the person entitled to cast a vote of a Parcel may be revoked by any Owner or Voting Representative thereof. All such voting certificates must be filed with the Association. If a voting certificate is not on file for a Parcel owned by multiple Owners, a corporation, partnership or trust, then the vote for that Parcel shall not be considered in determining a quorum or for any other purpose.

4.4 Suspension of Voting Rights. The Association may suspend the voting rights of a Member for the nonpayment of any monetary obligation due to the Association that is more than ninety (90) days delinquent. A voting interest allocated to a Parcel or Member which has been suspended by the Association may not be counted towards the total number of Voting Interests for any purpose, including, but not limited to, the number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to conduct an election, or the number of Voting Interests required to approve an action under applicable Florida Statutes, or pursuant to the governing documents. The suspension ends upon full payment of all obligations currently due or overdue to the Association. All suspensions of a delinquent Member's voting rights must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Parcel Owner of the suspension by mail or hand delivery.

ARTICLE 5. ELECTION OF BOARD OF DIRECTORS

5.1 Number and Term of Directors. The governance and administration of the affairs of the Association shall be vested in the Board of Directors consisting of seven (7) Directors. Directors shall serve two (2) year staggered terms of office. If necessary to re-implement staggering of Director terms of office at any time, the Board of Directors may temporarily assign a one (1) year term of office. Any Director whose term is expiring may stand for re-election. However, no Director shall serve more than two (2) consecutive two (2) years terms. All Directors shall serve until their respective successors shall have been duly elected and qualified, or until their earlier resignation or removal.

5.2 Qualifications for Election. A Director must be a natural person who is at least eighteen (18) years of age or older. A Director must be a Parcel Owner or the spouse of a Parcel Owner. If a Parcel is owned in trust, a Director may be trust grantor or a trust beneficiary who occupies the Parcel. A convicted felon whose civil rights have not been restored for at least five (5) years as of the date of election is not eligible to serve as a Director. A person who is more than ninety (90) days delinquent in the payment of any

fee, fine, or other monetary obligation to the Association is not eligible to serve as a Director. The validity of any action by the Board of Directors is not affected if it is later determined that one or more Directors was not eligible to serve on the Board.

5.3 Election of Directors. The election of Directors shall be conducted at the annual membership meeting, in the following manner:

- (A) Not less than sixty (60) days before a scheduled election of Directors, the Association shall mail, email or deliver to each Parcel Owner entitled to vote, a **first notice** of the date of the election. Any Parcel Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days nor more than thirty-four (34) days before the membership meeting at which the election will occur, the Association shall mail, email or deliver a **second notice** of the meeting to all Parcel Owners entitled to vote, together with a written Director election ballot which shall list all Director candidates in alphabetical order by surname. Upon request of a Director candidate received by the Association at least thirty-five (35) days prior to the election, the Association shall include with the second mailing of the director election ballot a candidate information sheet, not larger than 8 1/2 inches by 11 inches, furnished by the Director candidate to the Association. The costs of mailing and copying of the Director candidate information sheets shall be paid by the Association.
- (B) Written Director ballots shall be sealed in an inner, smaller envelope labeled "Director Ballot". The Director ballot envelope shall be placed in a larger outer envelope. The larger outer envelope must be sealed and shall be signed by the Parcel Owner in the upper right-hand corner, with the Parcel Owner's name and printed name stated thereon. It is the intent of the Members to follow the Director election procedures of the Condominium Act (Chapter 718, Florida Statutes, as that specific section is amended from time to time) to the extent those procedures are not in conflict with these Bylaws or other applicable Florida Statutes.
- (C) Written Director election ballots will be available for use by those Owners attending the meeting in person. No Parcel Owner shall permit another person to cast his or her Director election ballot, and any such improperly cast ballot shall be deemed invalid. Proxies shall not be used in the election of Directors. Any Parcel Owner who violates this provision may be fined by the Association.
- (D) If more persons are nominated than there are vacancies to be filled, the election shall be by secret written ballot. Each person voting is entitled to cast his or her vote for each of as many nominees as there are vacancies to be filled. The nominees receiving the greatest number of votes properly cast shall be elected. Elections shall be decided by a plurality of the votes cast. There shall be no cumulative voting. Tie votes shall be broken by agreement among the Director candidates who are tied, or absent such an agreement, by chance, such as the flipping of a coin by a neutral third party or the drawing of straws. An election is not required unless more candidates file notices of intent to run than Director vacancies exist.

- (E) There shall be no quorum requirement for the election of Directors; however, at least twenty percent (20%) of the eligible voters must cast a Director election ballot to have a valid election.
- (F) Any election dispute between a Parcel Owner and the Association shall be submitted to mandatory binding arbitration with the Division of Florida Condominiums, Timeshares and Mobile Homes in the manner provided by law.

5.4 Removal of Directors and Vacancies. Any Director may be removed or recalled from office with or without cause, upon the written agreement of a Majority of the total Voting Interests of the Association in the manner provided by law. Unless otherwise provided by law, upon removal of a Director, a successor shall be appointed by a Majority of the remaining Board of Directors to fill the vacancy for the remainder of the term of such Director. Any Director who is delinquent in the payment of any fee, fine, Assessment or other monetary obligation to the Association for more than ninety (90) days is not eligible for Board membership and shall be automatically removed from office. In the event of the death, disability, or resignation of a Director, the remaining members of the Board may elect a successor to fill the vacancy for the remainder of the term of such Director.

5.5 Compensation. A Director, officer or committee member of the Association may not receive any salary or any other compensation from the Association for the performance of duties as a Director, officer or committee member and may not in any other way benefit financially from service to the Association. This subsection does not preclude: (A) participation by such person in a financial benefit accruing to all or a significant number of Members as a result of actions lawfully taken by the Board or a committee of which he or she is a Member, including, but not limited to, routine maintenance, repair, or replacement of community assets; (B) reimbursement for out-of-pocket expenses incurred by such person on behalf of the Association, subject to approval in accordance with procedures established by the Association's Governing Documents or, in the absence of such procedures, in accordance with an approval process established by the Board; (C) any recovery of insurance proceeds derived from a policy of insurance maintained by the Association for the benefit of its Members; (D) Any fee or compensation authorized in the Governing Documents; or (E) any fee or compensation authorized in advance by a vote of a Majority of the Voting Interests voting in person or by proxy at a meeting of the Members.

5.6 Organizational Meeting. The organizational meeting of a newly elected Board of Directors for the purpose of electing officers shall held within ten (10) days after the annual meeting of the Members at such date, time and place as shall be fixed by the Board of Directors at the membership meeting at which they were elected. No further notice of the Board's organizational meeting shall be necessary unless business in addition to the election of officers is to be considered at that meeting.

5.7 Regular Board Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Regular meetings of the Board of Directors may be held at such date, time and place as shall be determined, from time to time, by a Majority of the Directors or on the call of the President or Vice President. A meeting of the Board must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the Board meeting. There shall be no less than six (6) regular meetings in each calendar year with not less than one (1) month nor more than (2) months between each meeting.

5.8 Special Board Meetings. Special meetings of the Board of Directors may be called by the President, the Vice President or at the request of any two (2) directors. If at least twenty percent (20%) of the Voting Interests deliver a written request to the Board to address an item of business, the Board shall at its next regular meeting, or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the request, place the item on the Board's meeting agenda.

5.9 Notice of Board Meetings. Notice of Board of Directors' meetings shall be given to each Director personally or by mail, email, telephone, facsimile transmission or telegraph, and posted in a conspicuous place in the community at least forty-eight (48) hours in advance of the meeting, except in the case of an emergency. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Notices of all meetings of the Directors, except emergency meetings, shall be posted conspicuously at the Master Association Bulletin Board and a meeting notice sign at the entrance to Chestnut Creek at least forty-eight (48) hours in advance of the meeting.

5.10 Special Notice of Certain Board Meetings. In addition to the notice required by Article 5.9 herein, an Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding Parcel use will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on the property or broadcast on closed-circuit cable television not less than fourteen (14) days before the membership meeting.

5.11 Attendance at Board Meetings. A Director may attend and participate in a Board meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication and such participation counts toward a quorum, and such Director may vote as if physically present. A speaker must be used at the meeting site so that the conversation of such person may be heard by all persons attending the meeting in person. Directors may use e-mail as a means of communication, but may not cast a vote on an Association matter via e-mail.

5.12 Quorum and Agenda. A quorum at Director's meetings shall consist of a Majority of the entire Board of Directors. The acts approved by a Majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval by a greater number of Directors is required by applicable Florida Statutes, the Declaration, the Articles of Incorporation or these Bylaws. The designation of the agenda for Board of Directors' meetings shall be at the discretion of the President. However, the President shall be obligated to include any lawful item on the agenda for a Board meeting if requested in writing by two (2) Directors.

5.13 Adjournment. A Majority of the Directors who are present at a Board meeting may adjourn the meeting from time to time as determined appropriate by the Directors. At the adjourned meeting, any business which might have been transacted at the Board meeting as originally called may be transacted without further notice.

5.14 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary or management shall keep a minute book containing written records of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings as well as a notation as to any Director who abstained from voting or voted contrary to the prevailing opinion. No votes at any Board of Directors meeting may be by proxy or secret ballot, except that secret ballots may be utilized in the election of officers. A Director who is present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A vote or abstention shall be recorded in the minutes.

5.15 Open Meetings. Except for meetings with the Association's attorney for the purpose of legal advice with respect to proposed or pending litigation and meetings to discuss personnel matters, meetings of the Board of Directors shall be open to all Parcel Owners. Any Member may tape record or videotape open meetings of the Board of Directors subject to reasonable rules adopted by the Board. The right to attend Board meetings includes the right to speak at such meetings with reference to all designated agenda items in accordance with any reasonable rules adopted by the Board of Directors. The Member's right to speak shall not exceed three (3) minutes unless the time to speak is extended by the presiding officer.

5.16 Delegation of Board Functions. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the agent or employee in the performance of such functions.

5.17 Minutes of Meetings. The minutes of all Board meetings shall be kept in a business-like manner in a book available for inspection by Parcel Owners or their authorized representatives at any reasonable time. The Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by applicable Florida Statutes.

5.18 Resignation. A Director or officer may resign at any time by delivering written notice to the Board of Directors or to the Association President. A resignation is effective when the notice is delivered unless the notice specifies a later date. If the resignation is made effective at a later date, the members of the Board of Directors (including the Director whose resignation is not yet effective) may vote to fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

5.19 Order of Business. Unless otherwise determined by the meeting chairman, the order of business at Board of Directors' meetings shall be as follows:

- (A) Roll call
- (B) Proof of meeting notice or waiver of notice
- (C) Reading and disposal of unapproved minutes
- (D) Reports of officers and committees
- (E) Election of officers, if any
- (F) Unfinished business
- (G) New business
- (H) Announcements

- (I) Adjournment

ARTICLE 6. OFFICERS

6.1 Officers. The executive officers of the Association shall be a President, First Vice President, Second Vice President, Secretary, and Treasurer, all of which are to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one (1) or more Vice Presidents, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The Board of Directors from time to time shall elect such other officers and assistant officers and may designate their powers and duties as the Board shall find to be required, to manage the affairs of the Association.

6.2 Election Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors during a fiscal year. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

6.3 Removal. Any officer may be removed by a Majority vote of the Board of Directors in the sole discretion of the Board and the removal of a Director who also is an officer shall automatically act as a removal from such Director's position as an officer.

6.4 Resignation. Any officer may resign at any time by giving written or email notice to the Board of Directors, 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 in the notice and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

6.5 President. The President shall be a director and the chief executive officer of the Association and shall: act as presiding officer at all meetings of the Members and the Board of Directors, call special meetings of the Members and the Board of Directors, sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, subleases and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons, perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Board of Directors are carried out, and act as an ex-officio member of all committees and render an annual report at the annual meeting of Members.

6.6 First Vice President. The First Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The First Vice President also shall assist the President generally, and exercise other powers and perform other duties as shall be prescribed by the Directors.

6.7 Second Vice President. The Second Vice President, in the absence or disability of the President and First Vice President, shall exercise the powers and perform the duties of the President. The Second Vice President also shall assist the President and First Vice President generally, and exercise other powers and perform other duties as shall be prescribed by the Directors.

6.8 Secretary. The Secretary shall have the following duties and responsibilities: attend the regular and special meetings of the Members and the Board of Directors and keep all records and minutes of proceedings thereof, have custody of the corporate seal, if any, and affix the same when necessary or required, attend to all correspondence on behalf of the Board of Directors and Members and act as agent for the transfer of the corporate books, and have custody of the minute book of the meetings of the Board of Directors and Members and act as agent for the transfer of the corporate books. It shall be proper to delegate the keeping of all records and minutes of proceedings or the Secretary's functions to the management agent or designee as is deemed appropriate by the Board of Directors.

6.9 Treasurer. The Treasurer shall: receive monies as shall be paid into his hands for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for disbursements and be custodian of all contracts, leases and other important documents of the Association which he shall keep or cause to be kept safely deposited, supervise the keeping of accounts of all financial transactions of the Association, in accordance with good accounting practices, in books belonging to the Association and deliver the books to his successor. The Treasurer shall prepare and distribute to all of the members of the Board of Directors prior to each monthly Board meeting, annual meeting, and whenever else required, a summary of the financial transactions and conditions of the Association from the preceding year. The Treasurer shall make a full and accurate report on matters and business pertaining to his office to the Members at the annual meeting and make all reports required by law, may have the assistance of management, an accountant or auditor, who shall be in agreement, it shall be proper to delegate any or all of the Treasurer's functions to the management agent or designee as is deemed appropriate by the Board of Directors.

ARTICLE 7. COMMITTEES AND BOARDS

7.1 Standing Committees and Boards. Unless dissolved by the Board of Directors, the standing committees and boards of the Association shall be as follows:

- (A) The Architectural Review Board
- (B) The Grounds Committee
- (C) The Budget Committee
- (D) The Fining Committee
- (E) The Lakes Committee
- (F) The Preserve Committee

Unless otherwise provided herein, each committee shall consist of at least two (2) members, all of whom must be Members of the Association or a Member's designated voting representative. The Board of Directors shall appoint committees within thirty (30) days after the annual membership meeting. Members of the committee shall elect their chairperson. The members of each committee shall serve at the pleasure

of the Board of Directors or until the succeeding committee members have been appointed or until their earlier resignation.

7.2 Architectural Review Board. The Architectural Review Committee shall have the duties and functions as provided in the Declaration and applicable Florida Statutes.

7.3 Grounds Committee. The Grounds Committee shall advise the Board of Directors of all matters pertaining to maintenance, repair, alteration or improvement of the subdivision property and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

7.4 Budget Committee. The Budget Committee shall perform such duties as the Board of Directors or the Treasurer may require. The Finance Committee shall assist with the audit, review or compilation of the Association's financial records by a CPA.

7.5 Fining Committee. The Fining Committee shall have the duties and functions as provided in these Bylaws and Section 720.305, Florida Statutes, as that specific section is amended from time to time.

7.6 Lakes Committee. The Lakes Committee shall advise the Board of Directors on all matters pertaining to stormwater management, maintenance or restoration of the lakes, ponds, canals, control structures, and related entities contained within the Common Areas, Bounded Common Areas and Parcels, and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

7.7 Preserve Committee. The Preserve Committee shall advise the Board of Directors on all matters pertaining to management, maintenance or restoration of the Preserves and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

7.8 Ad Hoc Committees. The Board of Directors may from time to time appoint such ad hoc committees as it deems necessary.

7.9 Powers of Committees. Committees will report to and be under the direction of the Board of Directors. Committee members may be removed, with or without cause, upon Majority vote of the Board of Directors.

7.10 Term of Office. A person appointed to serve on a committee shall continue as such until the next annual membership meeting and until his or her successor is appointed, unless the committee be terminated sooner or the person be removed from the committee by the President, with the confirmation of the Board of Directors, the person resigns, or unless such person shall cease to qualify as a member on the committee.

7.11 Committee Meetings. Unless otherwise provided by law, all meetings of any committee of the Association shall be open to all members. Notice of the time and place of any committee meeting shall be posted in a conspicuous place within the Community at least forty-eight (48) hours prior to the time of the meeting. In the alternative, notice of the meeting may be mailed or delivered to all members at least seven (7) days in advance of the meeting. Notice of committee meetings may be published or in the alternative each committee may provide members with a pre-arranged schedule of meetings.

7.12 Quorum and Procedures. A committee may act only when a quorum (a simple Majority) is present. The act of a Majority of the members present at a committee meeting shall be the act of the committee. Any committee or other body with authority to make a final decision with regard to the expenditure of Association funds or with the power to approve or disapprove architectural decisions with respect to a Parcel shall follow the same procedures as the Board of Directors with regard to posting or mailing of meeting notices for members, agendas, attendance and participation by members, as required by the Homeowner's Association Act. All other Association committees and similar bodies are exempt from the procedural meeting and notice requirements of Homeowner's Association Act and these Bylaws. Such committees shall adopt their own procedural rules and requirements.

7.13 Scope and Rules. Each committee shall abide by the scope and stated purpose of the committee as defined by the President and as confirmed by the Board of Directors, and may adopt rules for its operation consistent with these Bylaws and with rules adopted by the Board of Directors.

7.14 Reports and Action.

- (A) Every committee shall present directly to the President, the Board of Directors or to the Board of Directors' designee all recommendations, projects, expenses for review and approval, and shall provide the Board with reports of activities, expenses and other notes of interest.
- (B) A committee may not take any action on behalf of the Association unless the Board of Directors specifically empowers the committee to take such action.
- (C) Committee may initiate maintenance or other actions without prior Board approval provided the cost does not exceed the Committee's authorization amount; however, the Committee's actions and associated expenses must be reported to the President, the Board of Directors or to the Board of Directors' designee.

**ARTICLE 8.
FISCAL MANAGEMENT**

8.1 Fiscal Year. The fiscal year of the Association shall commence upon the first day of January and conclude on the thirty-first day of December. The Board of Directors is authorized to change the dates of the fiscal year as it determines appropriate in the manner provided by law.

8.2 Budget. A Majority of the Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the expenses of the Association for the fiscal year and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices as set forth herein.

- (A) The Board of Directors shall endeavor to have a Board Meeting in October each year to discuss a draft proposed budget for the subsequent fiscal year. The notice for the Board Meeting at which the budget will be discussed shall be posted and mailed to the Members at least fourteen (14) days in advance of the Board Meeting.
- (B) The Board of Directors shall endeavor to have a Board Meeting in November each year to approve a budget for the subsequent fiscal year. The notice for the Board Meeting at which

the budget will be approved shall be posted and mailed to the Members at least fourteen (14) days in advance of the Board Meeting.

- (C) The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.
- (D) The Association's Board of Directors shall be required to, establish, fund and maintain adequate reserve accounts for the periodic maintenance, repair and replacement of the common property and other matters as determined appropriate by the Board of Directors.
- (E) In the event the Annual Maintenance Assessment proves to be insufficient, the budget and the Annual Maintenance Assessment may be amended at any time by the Board of Directors at a duly noticed Board of Directors Meeting.

8.3 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Parcel. Such an account shall designate the name and address of the Owner or Owners of each Parcel, the amount of each assessment against the Owners, the dates and amounts in which the assessments come due, and the amounts paid upon the account, and the balance due upon assessments.

8.4 Annual Budget. The Board of Directors shall, upon advance written notice to the Members of the Association as required by the Homeowner's Association Act to adopt, in advance, an annual budget for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the common expenses of the Association.

8.5 Annual Budget Assessment. The annual assessment, to fund the Association's annual budget, shall be paid by the Parcel Owners per the payment schedule as provided in the Declaration. If an annual budget is not adopted or notice is not provided to the Parcel Owners, the preceding budget and annual assessment shall continue until such budget is adopted or such notice is provided, as applicable. In the event the annual assessment proves to be insufficient, the budget and the assessment may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the fiscal year, for which the amended assessment is made, shall be due as provided by the Board of Directors.

8.6 Statutory Reserve Accounts. In addition to annual operating expenses, the annual budget shall include reserve accounts for capital expenditures and deferred maintenance pursuant to Section 720.303(6)(d), Florida Statutes, as that specific section is amended from time to time. CCMA shall thereafter determine, maintain, and waive those statutory reserves in compliance with Section 720.303(6)(f), Florida Statutes, as that specific section is amended from time to time.

The Board of Directors is responsible for including reserves accounts on the annual budget. The Board of Directors shall determine whether a vote to waive reserves, reduce reserves, or utilize reserves for alternative purposes is to be presented to the Membership for approval.

CCMA is deemed to have created a specific reserve account upon the affirmative approval of a Majority of the total Voting Interests of CCMA. Upon such approval, the newly created reserve account shall be added to the annual budget. See Section 720.303(6)(d), Florida Statutes, as that specific section is amended from time to time.

CCMA is deemed to have terminated a specific reserve account upon the affirmative approval of a Majority of the total Voting Interests of CCMA. Upon such approval, the terminating reserve account shall be removed from the annual budget.

Once a statutory reserve account or reserve accounts are established, the Membership of CCMA, upon a Majority vote of the Members voting in person or by proxy at a Membership Meeting at which a quorum is present, may provide for no reserves or less reserves. If a meeting of the Members has been called to determine whether to waive or reduce the funding of statutory reserves and a Majority of the Members voting in person or by proxy do not affirmatively vote to waive or reduce reserves, the statutory reserves as included in the budget shall go into effect. Any vote taken pursuant to this subsection to waive or reduce statutory reserves shall be applicable only to one budget year. See Section 720.303(6)(f), Florida Statutes, as that specific section is amended from time to time.

Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a Majority of the Members voting in person or by proxy at a Membership Meeting at which a quorum is present. See Section 720.303(6)(h), Florida Statutes, as that specific section is amended from time to time.

8.7 Expenses. The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices as set forth herein.

8.8 Depositories. The funds of the Association shall be deposited in such accounts as may be selected by the Board of Directors, including without limitation checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. The funds shall be used only for lawful purposes of the Association, as determined by the Board of Directors. Withdrawal of monies from such accounts shall be only by checks or other appropriate instruments signed by such persons as are authorized by the Board of Directors.

8.9 Fidelity Bonds. The Association shall purchase and maintain blanket insurance or fidelity bonding for all persons who control or disburse funds of the Association, including without limitation those individuals who are authorized to sign checks and the Association President, Secretary and Treasurer and any contractor or employee handling or responsible for Association funds. Each fidelity bond purchased by the Association shall name the Association as an obligee of the bond. The premiums for bonds shall be paid by the Association as a common expense. The fidelity bonds shall cover the maximum funds that will be in the custody of Directors, officers or employees of the Association, or a management agent, at any time while the bonds are in force. Each bond shall include a provision requiring ten (10) days' written notice to the Association before the bond can be cancelled or substantially modified for any reason.

8.10 Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (A) Accrual accounting (exclusive of depreciation and amortization); as defined by generally accepted accounting principles, shall be employed;

- (B) Accounting and controls should conform to generally accepted accounting principles;
- (C) Cash accounts of the Association shall not be commingled with any other accounts;
- (D) No remuneration shall be accepted by a manager from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fee, service fees, prizes, gifts, or otherwise;
- (E) Any financial or other interest which a manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

8.11 Financial Report. A financial report shall be prepared annually by the Association and completed, or its preparation and completion shall be contracted for with a third party within ninety (90) days after the close of the fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall either: (A) furnish a copy of the report to each Member, or (B) provide a written notice to each member that a copy of the report is available upon request at no charge to the member. Any copy requested by a Member shall be furnished within ten (10) business days after receipt of the request. Financial reports shall be prepared according to the requirements of Section 720.303(7), Florida Statutes, as that specific section is amended from time to time, and in accordance with generally accepted accounting principles. If not less than twenty percent (20%) of the Members petition the Board for a level of financial reporting higher than that required by Section 720.303(7), Florida Statutes, the Association shall duly notice and hold a meeting of Members within thirty (30) days of receipt of the petition for the purpose of voting on raising the level of reporting for that fiscal year. Upon approval of a Majority of the total Voting Interests of the Members present or by proxy, the Association shall prepare or cause to be prepared, shall amend the budget or adopt a special assessment to pay for the financial report regardless of any provision to the contrary contained in the Governing Documents and shall provide the required financial statements within ninety (90) days of the meeting or the end of the fiscal year, whichever occurs later.

8.12 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the President and Secretary or by such other Members of the Board or officers of the Association as may be designated by resolution of the Board of Directors.

8.13 Insurance. The Association shall procure, maintain and keep in full force and effect insurance as desired by the Board of Directors, may be required by the Declaration, applicable Florida Statutes, and to protect the interests of the Association.

8.14 Acceleration of Assessments. In the event any special or regular assessment is delinquent by more than thirty (30) days, the Board of Directors shall have the right to accelerate the due date of the entire unpaid balance of the Parcel's annual and all special assessments for that fiscal year upon notice to the Parcel owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Parcel Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

8.15 Competitive Bids. All contracts as further described in this section or any contract that is not to be fully performed within one (1) year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under applicable Florida Statutes or the governing documents, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten percent (10%) of the total annual budget of the Association, including annual reserves allocations, the Association must obtain competitive bids for the materials, equipment, or services. The Association is not required to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services are not subject to the provisions of this Section. Nothing contained in this section is intended to limit the ability of the Association to obtain needed products and services in an emergency. This section does not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county serving the Association.

ARTICLE 9. AMENDMENTS

These Bylaws may be amended by the following manner:

9.1 Proposal. The Board of Directors or thirty percent (30%) of the total Voting Interests of the Association may propose an amendment to the Bylaws.

9.2 Adoption. The Bylaws may be amended upon the affirmative approval of a simple majority of the eligible Voting Interests present (in person or by proxy) and voting at a duly-noticed membership meeting at which a quorum is obtained.

9.3 Limitation on Amendments. An amendment may not materially and adversely alter the proportionate voting interest appurtenant to or increase the proportion or percentage by which a Parcel shares in the common expense of the Association unless the record Parcel Owner and all record owners of liens on the Parcels join in the execution of the amendment. A change in the quorum requirements is not an alteration of Voting Interests. The merger or consolidation of one or more associations under a plan of merger or consolidation pursuant to Chapter 617, Florida Statutes is not a material or adverse alteration of the proportionate voting interest appurtenant to a Parcel.

9.5 Certificate of Amendment. The Association shall record a copy of each amendment in the Public Records of Sarasota County, Florida along with a Certificate of Amendment executed by the appropriate officers of the Association with the formalities of a deed. An amendment becomes legally effective when filed and recorded as provided herein.

ARTICLE 10. MISCELLANEOUS

10.1 Interpretation. Unless defined herein, terms used herein shall have the same meaning as provided in the Declaration. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable and arbitrary. A written

opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable and arbitrary shall conclusively establish the validity of such interpretation.

10.2 Definitions. If a term is not defined herein or in the Declaration or is deemed ambiguous, the Board of Directors shall be responsible for defining the term in its reasonable discretion. The Board of Directors may refer to the Florida Building Code (latest edition), the common or historical use of the term in the community or refer to a common dictionary when defining a term. The Board of Directors' definition shall be binding on all parties unless wholly unreasonable and arbitrary. A written opinion rendered by legal counsel that a definition adopted by the Board of Directors is not wholly unreasonable and arbitrary shall conclusively establish the validity of such definition.

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

- (A) Declaration;
- (B) Articles of Incorporation;
- (C) Bylaws; and
- (D) Rules and Regulations.

10.4 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.

10.5 Severability. In the event that any provisions of these Articles of Incorporation are deemed invalid, the remaining provisions shall be deemed in full force and effect. If any Bylaw, section, clause, phrase or provision is adjudicated to be invalid, such fact shall not affect the validity of any other Bylaw.

10.6 Headings. The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.

10.7 Parliamentary Rules. *Robert's Rules of Order* (then current edition) shall guide the conduct of all membership and Board meetings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these Bylaws.

10.8 Enforcement of Documents. Notwithstanding anything else contained herein, the Association's Board of Directors shall have the right, but never the duty or legal obligation, to enforce and require compliance with the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations authorized hereby, and architectural standards or guidelines against Parcel Owners, their tenants, residents, invitees, contractors, vendors and guests. In the discretion of the Board of Directors, enforcement shall be by proceedings for injunctive relief, declaratory relief and/or monetary damages.

10.9 Attorney's Fees and Waiver. The prevailing party in any civil action, mediation or arbitration proceeding brought to enforce the Rules and Regulations and Governing Documents or state

law shall be entitled to recover their reasonable attorney's fees and costs from the non-prevailing party. The Association may also charge a Parcel for any reasonable attorney's fees and costs incurred in obtaining compliance by the Owner, tenant or resident thereof and such charge shall be payable and collectible in the same manner as an assessment by the Association as provided in the Declaration. The failure to enforce any provision of the Rules and Regulations and Governing Documents shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

10.10 Cumulative Rights. All rights, remedies and privileges granted to the Association hereunder shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by the Association's Rules and Regulations and Governing Documents, or at law or in equity.