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Prepared by and Return to:
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RECORDED IN OFFICIAL RECORDS
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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
JOLSON Receipt#1673663



CORRECTIVE
CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED BYLAWS AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION**

FOR

THE HOMEOWNERS' ASSOCIATION OF COUNTRY PLACE, INC.

The purpose of this Corrective Certificate of Amendment is to correct a recording error to the Amended and Restated Bylaws and Amended and Restated Articles of Incorporation for the Homeowners' Association of Countryplace, Inc., recorded on November 2, 2010, at Official Records Instrument Number 2010134014 of the Public Records of Sarasota County, Florida, which mistakenly referred to "Countryplace," one word, instead of "Country Place," two words.

We hereby certify that the attached Amended and Restated Bylaws and Amended and Restated Articles of Incorporation for The Homeowners' Association of Country Place, Inc. (herein, "the Association"), which Declaration was originally recorded at Official Records Book 2843 Page 627 of the Public Records of Sarasota County, Florida, was approved by the affirmative vote of not less than a majority of the Board of Directors at a duly called meeting of the Board of Directors held on November 2, 2010, which is sufficient for adoption under Article XVI of the Association Bylaws and Article XV of the Articles of Incorporation.

DATED this 9 day of OCT, 2013.

Signed, sealed and delivered:

**THE HOMEOWNERS' ASSOCIATION
OF COUNTRY PLACE, INC.**

in the presence of

sign [Signature]
print Peter Richman

By: [Signature]
Joan Richman, President

sign [Signature]
print Tom LABASH

Signed, sealed and delivered:
in the presence of.

sign [Signature]
print JOAN RICHMAN

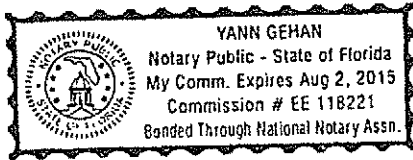
sign [Signature]
print JOAN LA BASH

Attest: [Signature]
Heather Gehan, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9th day of October, 2013,
by Joan Richman as President of The Homeowners' Association of Country Place, Inc., a Florida
corporation, on behalf of the corporation. She is personally known to me or has produced
[Signature] as identification.



NOTARY PUBLIC

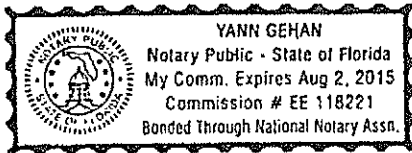
sign [Signature]

print YANN GEHAN
State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9th day of October, 2013,
by Heather Gehan as Secretary of The Homeowners' Association of Country Place, Inc., a Florida
corporation, on behalf of the corporation. She is personally known to me or has produced
[Signature] as identification.



NOTARY PUBLIC

sign [Signature]

print YANN GEHAN
State of Florida at Large (Seal)

My Commission expires:

Prepared by and return to:
Jeremy V. Anderson, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

AMENDED AND RESTATED BYLAWS

OF

THE HOMEOWNERS' ASSOCIATION OF COUNTRY PLACE, INC., A Florida corporation, Not-for-Profit

*[Substantial Rewording of the Bylaws. See existing
Bylaws for present text.]*

ARTICLE I - IDENTITY AND PURPOSE

These are the Amended and Restated Bylaws of THE HOMEOWNERS' ASSOCIATION OF COUNTRY PLACE, INC. ("the Association"), a Corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were initially filed in the office of the Secretary of the State of Florida on June 29, 1979. The Association has been organized for the purposes of administering the Declaration of Restrictions ("the Declaration") for COUNTRY PLACE in Sarasota County, Florida ("the Subdivision").

ARTICLE II - MEMBERSHIP

2.01. Eligibility. Any person or entity that holds title in fee simple to a lot in the Subdivision shall by virtue of such ownership, automatically be a member of the Association.

2.02. Change of Membership. Change of membership in the Association shall be established by recording a deed (or other instrument establishing a fee interest in any Lot in the Subdivisions) in the Public Records at which time the membership of the prior owner is terminated. The prior owner shall notify the Association of the proposed transfer of ownership.

2.03. Restraint upon Assignment of Membership, Shares and Assets. The membership of an Owner, and the share of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Lot.

2.04. Evidence of Membership. There shall be no stock or membership certificates in the Association. Membership shall be determined by ownership as herein provided.

ARTICLE III – VOTING MEMBERSHIP MEETINGS

3.01. Voting Rights. The Member or Members who are the record owners of each Lot in the Subdivision shall be collectively entitled to one (1) vote for each such Lot. If Members own more than one Lot, they shall be entitled to one vote for each Lot owned. A Lot vote may not be divided.

3.02. Voting Procedure. Any determination of requisite majorities and quorums for all purposes under the Declaration, the Articles of Incorporation and these Bylaws shall be made by reference to the number of Lots owned by Members entitled to vote. Decisions of the Association shall be made by a simple majority of votes entitled to be cast by Members represented at a meeting at which a quorum is present, unless a greater percentage is required by the Declaration, the Articles of Incorporation, or these Bylaws.

3.03. Designation of Voting Representative. The right to cast the vote attributable to each Lot shall be determined, established and limited pursuant to the provisions of this section and Section 3.04.

(a) Single Owner. If the Lot is owned by one natural person, that person shall be entitled to cast the vote for his Lot.

(b) Multiple Owners. If a Lot is owned by more than one person, either as co-tenants or joint tenants, a designated voting Member may be designated by a certificate signed by all of the record owners and filed with the Secretary of the Association. If no certificate designating a voting Member is on file with the Association, and only one of the owners is present at a meeting, that owner may cast the vote for their Lot without the concurrence of the other owners. If more than one owner is present, they may jointly cast the vote for their Lot, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the Lot may still be counted for purposes of a quorum.

(c) Life Estate with Remainder Interest. If a Lot is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the Lot. If the life estate is owned by more than one person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a Lot in fee in the same manner as the life tenants own the life estate.

(d) Corporation. If a Lot is owned by a corporation, the officers or employees thereof entitled to cast the vote for the Lot shall be designated by a certificate executed by an executive officer of the corporation and attested by the secretary or an assistant secretary of the corporation, and filed with the secretary of the Association.

(e) Partnership. If a Lot is owned by a general or limited partnership, the general partner entitled to cast the vote for the Lot shall be designated by a certificate executed by all general partners and filed with the Secretary of the Association.

(f) Trustee. If a Lot is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the vote for the Lot. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for the Lot by a certificate executed by all trustees and filed with the Secretary of the Association.

(g) Estate and Guardianship. If a Lot is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such Lot upon filing with the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship.

(h) Tenants by the Entirety. If a Lot is owned by a husband and wife as tenants by the entirety, they may designate a voting Member in the same manner as other multiple owners. If no certificate designating a voting Member is on file with the Association, and only one of the husband and wife is present at a meeting, he or she may cast the vote for their Lot without the concurrence of the other owner. If both spouses are present, they may jointly cast the vote for their Lot, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the Lot may still be counted for purposes of a quorum.

3.04. Voting Certificate. Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. In the absence of a valid certificate [except as provided in Section 3.03(h) regarding spouses owning as tenants by the entirety], a Lot shall not be counted in determining a quorum unless all owners required to execute such certificate are present, in person or by proxy, and such Lot owners shall lose their vote on any particular matter unless they concur on the manner in which the vote of the Lot is to be cast on that matter.

3.05. Approval or Disapproval of Matters. Whenever the decision of a Lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Covenants or these Bylaws.

3.06. Proxies. Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative or the owner if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary, prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

3.07. Method of Voting. Subject to the provisions of the Declaration, voting may be by roll call, voice vote or by written ballot; provided, however, that whenever written approval is required by the Declaration, or whenever any amendment to the Declaration is proposed, or when any borrowing of funds, pledge, or other disposition of common properties or assets is proposed, the voting shall be by written ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "yeas" and "nays;" provided, that any five voting Members, or the chairman, may require a roll call vote or vote by written ballot.

ARTICLE IV - MEMBERS' MEETINGS

4.01. Place. Meetings of the Association Members shall be held at such place in Sarasota County, Florida, as the Board of Directors may designate in the Notice of Meeting.

4.02. Annual Meeting. The annual meeting of the Members shall be held in November of each year at a date and time determined by the Board of Directors. The annual meeting shall be for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members.

4.03. Special Meetings. Special meetings of the Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from voting Members entitled to cast not fewer than fifteen (15%) percent of the total number of votes.

4.04. Notice of Meetings. Notice of all meetings of the Members, stating the time, place and objects for which the meeting is called, shall be given by the President or Vice President or Secretary. All such notices shall be given in writing to each Member at his address, as it appears on the books of the Association, or as the Member may have otherwise directed in writing, and shall be mailed or delivered not fewer than fourteen (14) days nor more than thirty (30) days, prior to the date of the meeting. The notice for any meeting at which assessments against Lot owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such mailing or delivery shall be given by affidavit of the person giving the notice.

4.05. Waiver of Notice. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of such notice to such Member. A Member's attendance at a meeting shall be deemed a waiver by such Member of notice of the meeting unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at the meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

4.06. Quorum. A quorum shall exist when Members entitled to cast not fewer than thirty percent (30%) of all votes are present, either in person, by designated voting representative or by proxy.

4.07. Adjournment of Meetings. If the Association cannot hold a meeting because a quorum is not present, a majority of the Members who are present may adjourn the meeting to a time at least five (5) but not more than thirty (30) days from the date called for the original meeting. At the reconvened meeting, if the number required for a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Association shall give the Members notice of the date, time and place for reconvening the meeting, as provided herein.

4.08. Order of Business. The order of business at annual meetings of the Members, and as far as practical at other meetings of the members, shall be:

- (a) Calling of the roll and certifying of the proxies.
- (b) Proof of notice of the meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of Directors.
- (g) Unfinished business.
- (h) New business.
- (i) Announcements.
- (j) Adjournment.

ARTICLE V – ELECTION OF DIRECTORS

5.01. Number. The affairs of the Association shall be managed by the Board of not less than (3) or more than five (5) Directors, which such number shall be determined by the Board of Directors prior to the first notice of election as provided below. At the next annual election following the adoption and recording of the revision of these Amended and Restated Bylaws in 2010 or 2011 there shall be five (5) Directors elected. The three (3) candidates receiving the most votes shall be elected to a term of two (2) years. The two (2) next highest vote getting candidates shall be elected to a term of one (1) year. At each annual election thereafter, each Director who is elected shall be elected to a term of two (2) years. All Directors shall serve until their respective successors shall have been duly elected and qualified, or until their earlier resignation or removal.

5.02. Director Qualifications. Every Director shall be at least eighteen (18) years of age, a Member or the designated voting representative of a Member which is a corporation, trust or partnership and must fulfill all other requirements of eligibility provided in the Declaration and Association Bylaws. A grantor of a trust described in Section 733.707(3), Florida Statutes, or a beneficiary [as defined in Section 737.303(4)(b), Florida Statutes] of a trust which holds title to a Lot shall be eligible to serve as a Director of the Association, provided that said trustee or beneficiary occupies the Unit.

5.03. Election of Directors. Beginning in 2011, the election of Directors shall be held at the Annual Members Meeting, in the manner provided by law and as follows:

(a) First Notice. Not less than sixty (60) days before a scheduled election of Directors, the Association shall provide to each Member entitled to vote, in the manner provided herein for notices, a first notice of the Annual Meeting of the Members and election of Directors. The first notice shall state the date, time and place of the meeting and election and shall invite Members to nominate themselves for the Board. It shall also state the deadline for such nominations, as provided herein, and the address, fax number and email address to which such nominations shall be directed.

(b) Self-Nomination. If a Member notifies the Association in writing of the Member's intent to be a Director candidate and that notice is received by the Association as provided herein not less than thirty (30) days prior to the Annual Meeting, the Association shall include all such timely provided names on a limited proxy to be provided with the second notice of Annual Meeting, for the purpose of allowing Owners who may not be present at the Annual Meeting an opportunity to vote in the annual election of Directors.

(c) Second Notice. At least fourteen (14) days prior to the Annual Meeting, the Association shall mail or hand-deliver a second notice of the Annual Meeting to all Members entitled to vote, together with a limited proxy as described herein. The limited proxy shall list alphabetically by surname all eligible persons who provided timely written notice to the Association of their intent to be a Director candidate.

(d) Nominations from the Floor. Nominations shall also be allowed from the floor at the annual membership meeting and the limited proxy shall include as many blank lines as there are Directors to be elected, for any write-in candidate who may be nominated from the floor. All Members whose names appear on the Director election ballot shall be deemed to be automatically nominated at the Annual Meeting.

(e) Nominating Committee. The Board of Directors may also appoint a nominating committee for the purpose of recruiting capable candidates to submit their names for election in the manner provided herein and for recommending candidates for election by the Members. Limited proxies and ballots shall indicate which candidates are recommended by the Nominating Committee.

(f) Election. The election shall take place at the Annual Meeting. Limited proxies shall be counted in the same manner as ballots for those Members voting by limited proxy in the election of Directors and any other matters listed on that proxy. Ballots shall be used for votes cast by Members voting in person at the Annual Meeting, which shall list the candidates and lines for write-in candidates in the same manner as the form of limited proxy. The Director candidates receiving the greatest number of votes cast shall be elected. Voting shall be non-cumulative. Tie votes shall be broken by agreement among the Director candidates who are tied, or absent such an agreement, by lot, such as the flipping of a coin by a neutral third party or the drawing of straws.

5.04. Vacancies. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

5.05. Removal. Any Director may be removed with or without cause by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board so created shall be filled by the members of the Association at the same meeting.

ARTICLE VI - BOARD OF DIRECTORS

6.01. Authority. The Association shall be managed and governed by the Board of not less than three (3) or more than five (5) Directors. Without limiting the generality of the preceding sentence, or any power vested in it by law, the Board of Directors shall have the power:

(a) To employ, dismiss, control and contract for personnel and contractors for the administration of the Association, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

(b) To create and disband such committees as the Board may from time to time determine as reasonably necessary or useful in and about the administration of the Association and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Declaration, Articles of Incorporation and Bylaws. All committees of the Association shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board of Directors.

(c) To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Declaration and these Bylaws.

(d) To grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Association.

(e) To conduct, manage and control the affairs and business of the Association, and to adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association the operation and use of the Common Area and any Easements and the use of Lots or any improvements located thereon subject to the Declaration and Bylaws. Such rules and regulations shall become effective and binding after they are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of such number of Directors attached to a copy of the rules and regulations of the Association, and they are posted in a conspicuous place in or near the Common Areas. Such rules and regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Amended and Restated Articles of Incorporation and these Bylaws.

(f) To adopt and use a corporate seal and to alter the form of such seal from time to time as the Board, in its sole judgment may deem best, provided that such seal shall at all times comply with the provisions of law.

(g) To borrow money and to incur indebtedness for the purposes set forth in the Declaration subject to any limitations contained in the Articles of Incorporation, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

(h) To fix and levy from time to time Assessments upon the Owners as provided in the Declaration.

(i) To contract for and pay fire, casualty, errors and omissions, blanket liability insurance, the Owners, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration covering and protecting against such damages or injuries as the Board deems advisable, which may include without limitation, medical expenses of persons injured on the Common Areas and any Easement Areas, and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Association.

(j) To contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Areas, any Easement Areas and to employ personnel necessary for the operation of the Common Areas and Easement Areas, including legal and accounting services, and to contract for and pay for improvements to the Common Areas and any Easement Areas.

(k) To employ a professional managing agent or agents, at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize and are otherwise within the scope of the Board's authority. The Board may delegate such powers as are necessary to perform the manager's duties, but shall not delegate policy-making authority or the obligation to adopt a budget. The Board may delegate to one or more of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

(l) Exercise all powers, duties, and authority of the Association, including those provided by Chapters 617 and 720, Florida Statutes, the Declarations, the Articles of Incorporation and these Bylaws, except those expressly requiring a vote of the Members.

(m) To suspend the voting rights and right to use the Common Areas as permitted by law.

6.02. Compensation. The Association shall not compensate a Director or officer for acting as such. The Association may reimburse any Director for expenses incurred on the Association's behalf if approved by a majority of the other Directors. In addition, nothing herein shall prohibit the Association from compensating a Director or officer for services or supplies he or she furnishes to the Association in a capacity other than as a Director pursuant to a contract or

agreement with the Association. The foregoing also applies to any entity with which a director is affiliated.

6.03. Directors Meetings. Meetings of the Board of Directors shall be open to all members and shall be held in accordance with the following provisions:

(a) Organizational Meeting. The organizational meeting of a newly-elected Board of Directors shall be held immediately after the close of the Annual Meeting. The outgoing President shall preside at the organizational meeting until a successor is elected.

(b) Regular Meeting. Regular meetings of the Board of Directors shall be held not less frequently than annually and at such a time and place as shall be determined by the President or a majority of the members of the Board of Directors.

(c) Special Meeting. Special meetings of the Board of Directors may be called by the President (or, if he/she is absent or refused to act, by the Vice President) and shall be called by the Secretary at the written request of at least two (2) of the Directors.

(d) Notice of Board Meetings. Notice of all meetings of the Board shall be given to each Director, personally or by mail, telephone, fax or email, at least forty-eight (48) hours prior to the day and time named for such meeting, which notice shall state the date, time and place of the meeting. As to special Board meetings, the purpose of the meeting shall be included with the notice to Directors. A Director may waive notice of a meeting before or after a meeting. Except for emergency meetings, notice of a Board meeting shall be posted in a conspicuous place within the Subdivision at least forty-eight (48) hours in advance of the meeting. In lieu of notice of each regular Board meeting, the Board may post or publish a schedule of upcoming Board meetings. The notice requirements hereof shall not apply to the organizational meeting of the Board nor in the event of an emergency, that is circumstances such that damage to persons or property or other material interests of the Association would occur by a delay of forty-eight (48) hours or as provided in the Articles of Incorporation. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment.

(e) Special Notice of Certain Board Meetings. A nonemergency special assessment may not be levied at a Board meeting nor may any rule regarding the use of Lots in the Subdivision be adopted, amended, or revoked unless a written notice of the Board meeting is provided to all Members at least fourteen (14) days before the meeting, which notice includes a statement that a special assessment will be considered at the meeting and the nature of the special assessment or that a rule regarding Lot use will be considered at the meeting and the nature of that action.

(f) Quorum of Board. At all Board meetings, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless these Bylaws or the Declaration specifically provide otherwise. A meeting at which a quorum is initially present may continue, notwithstanding the withdrawal of Directors, if at least a majority of the required quorum for that meeting approves any action taken.

(g) Actions without Proper Notice. Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each Director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes.

(h) Telephonic Participation. Members of the Board may participate in a Board meeting by means of telephone or other electronic means, through which all persons participating in the meeting can hear each other at the same time. Participation in this manner shall constitute presence at the meeting for all purposes. Participants attending by electronic means may vote by electronic transmission.

(i) Adjourned Meetings. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

(j) Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence or disability of the President, the Vice-President shall exercise and perform the duties of the President. In the absence of both the President and Vice-President, the Directors present shall designate one of their number to preside.

(k) Vote. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election and removal of officers.

(l) Comments. Comments from the floor by Members who are not Directors may be invited and permitted by the President whenever the President deems it appropriate or by vote of the Board of Directors; either with respect to the subject matter being discussed or on other issues, and shall also be allowed when required by law.

(m) Meetings Open. Meetings of the Board of Directors shall be open to all Members.

(n) Minutes. Minutes of all meetings of the Members of the Association and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon by each Director present at a Board meeting must be recorded in the minutes.

(o) Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes or to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

ARTICLE VII - OFFICERS

7.01. Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. Each executive officer of the Association shall be a Director of the Association. Any person may hold two or more offices, except that the President shall not also be the Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Any officer may be peremptorily removed by vote of the Directors at any meeting.

7.02. President. The President shall be the chief executive officer of the Association, shall have all the powers and duties usually vested in the office of president of a homeowners association, including but not limited to the power to appoint advisory committees as the President may deem appropriate to assist in the conduct of the affairs of the Association. The President shall serve as chairman at all Board and Membership meetings.

7.03. Vice President. The Vice President shall, in the absence of the President or during periods in which the President is unable to perform his/her duties, perform the duties of President. If the President shall be removed or resign, die, become legally incompetent or be unable permanently to perform his/her duties as President, the Vice President shall succeed to the Presidency and a Vice President shall be elected by the Board of Directors. In addition, the Vice President shall generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

7.04. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members and shall attend to the giving and serving of all notice to the Members and Directors, and other notices required by law and the governing documents. In addition, the Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties of the Secretary when the Secretary is absent.

7.05. Treasurer. The Treasurer shall be responsible for all property of the Association, including funds, securities, and evidence of indebtedness; shall ensure that the financial books of the Association are kept in accordance with good accounting practices; shall ensure that all financial records are kept in compliance with Florida Statutes; and shall perform all other duties incident to the office of Treasurer.

7.06. Signing Authority. Only the President, or in the event the President is unable to act, the Vice President of the Association, is authorized to sign documents and contracts on behalf of the Association except to the extent that the Board of Directors has authorized a manager or other agent to sign.

7.07. Resignation. Any officer may resign at any time by giving written notice to the

Board, the President, or the Secretary. Resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

VIII - INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged-guilty of willful and wanton misfeasance or malfeasance in the performance of his duties provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE IX - FINANCES

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

9.01. Fiscal Year. The fiscal year of the Association shall be the calendar year.

9.02. Accounting. Receipts and expenditures of the Association shall be credited and charged to accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves. The balance in this fund at the end of each year shall be applied to reduce the regular assessment for current expenses for the succeeding year or to fund reserves. The current expense classification shall be detailed and shall include, but not be limited to, the following subclassifications where applicable:

- (i) Administration of the Association.
- (ii) Management fees.
- (iii) Maintenance.
- (iv) Insurance.
- (v) Security provisions.
- (vi) Operating capital.
- (vii) Contingency funds for advancement of special and service assessments.
- (viii) Other expenses.

(b) Reserves for Deferred Maintenance. Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Capital Expenditures and Replacement. Reserves for capital expenditures and replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Additional Accounts. The Board may establish additional accounts for specifically authorized improvements, or other categories consistent with accepted accounting practices.

9.03. Budget. The Board of Directors shall adopt an annual budget and make copies thereof available to all members at least thirty (30) days prior to the first day of the upcoming fiscal year. The annual budget shall be funded by an annual assessment paid in single annual payment for the year for which the assessment is made. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors or a special assessment may be levied as provided in the Declaration. Budgets and assessments shall require approval by the Members to the extent provided in the Declaration.

9.04. Depository. The funds of the Association may be kept in such bank or banks, savings and loan association or other federally insured depository or depositories as shall be designated from time to time by the Board of Directors. Withdrawal of funds from such accounts shall be only by electronic transfers approved by or checks or other appropriate instruments signed by such persons as are authorized by the Board of Directors.

9.05. Financial Report. A complete financial report of the actual, total receipts of assessments and other funds received by the Association, and an itemized listing of the expenditures made by the Association shall be made annually in the manner required by law, and a copy of the report shall be furnished to each member not later than sixty (60) days following the year for which the report is made.

9.06. Board of Directors Insurance. Fidelity bonds or proper liability insurance shall be required by the Board of Directors from all persons authorized to sign checks or otherwise disburse or withdraw Association funds. The bonds or liability insurance shall be determined by the Directors, shall protect the Association against theft or embezzlement of the maximum amount of funds held by the Association at any time and shall in no event be less than one-half of the total annual assessment. The premiums on such bonds shall be paid by the Association as a common expense.

9.07. Loans. No loan shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized as specified in the Articles of Incorporation.

9.08. Expenditures. All funds of the Association shall be expended only upon authorization of the Board of Directors. Approval of the budget shall be deemed authority to

expend funds for the items and contingency funds within the budget. Funds derived from special assessments and funds in reserves shall be expended solely for the purpose for which such assessment was made or reserve established. Contingency funds may be expended for any legitimate purpose by action of the Board.

ARTICLE X - PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association and Directors' meeting when not in conflict with the Governing Documents or state law. Strict adherence may be dispensed with by a majority vote at the meeting.

ARTICLE XI - RECORDS

11.01. Inspection and Copying of Records. Any member wishing to inspect or make copies of the Official Records of the Association must submit a written request to the Secretary. The request should state which record or records are to be inspected, and must be signed and dated by the person requesting the inspection. The member making the inspection will be charged for the costs of the inspection, including the costs of supervising the inspection, and any copying costs.

11.02. Recording. Any Lot Owner may tape record or videotape meetings of the Board. Tape recording and videotaping of a meeting shall be in compliance with such reasonable rules as may be adopted, in writing, by the Board.

11.03. Member Information. Members are responsible for supplying to the Association all information necessary to maintain and keep current the records of the Association. The records of the Association shall include information required by The Florida Homeowners Association Act and records necessary for effective operation of the Association. Members shall reply to requests for information from the Association within thirty (30) days of receipt.

ARTICLE XII - FINING

The Association may impose fines in the following manner:

12.01. Authority to Levy Fine. In addition to other remedies provided to the Association for enforcement of the rules and restrictions, the Association may levy a fine against any Owner for failure of the Owner or of a tenant or guest of the Owner to comply with the Declaration of Restrictions for Country Place or Association Rules and Regulations.

12.02 Appointment of Fining Committee. The Board shall appoint a Fining Committee, which shall be composed of at least three (3) Owners who are not officers, Directors or employees of the Association, or the spouse, parent, or sibling of an Association officer, Director, or employee.

12.03. Notice of Hearing. At least fourteen (14) days prior to levying a fine, the

Association shall provide written notice to the Owner and alleged violator (if not the same person) by service of process, which notice shall include the following:

12.03.1. A short plain statement of the matters asserted by the Association to constitute the violation(s), including but not limited to the specific violation alleged, the date, time and location of each alleged violation for which a fine may be imposed.

12.03.2. A statement that the Association will provide a hearing before the Fining Committee not less than fourteen (14) days after receipt of service of process. The date, time and place of the hearing will be stated in the notice.

12.03.3. A statement that the Owner and the alleged violator (if not the same person) will have an opportunity at such hearing to respond to the alleged violation(s), present evidence and provide written and verbal argument on all pertinent issues, as well as to review, challenge and respond to any material considered by the Fining Committee.

12.04. Hearing. The Fining Committee shall consider all evidence and testimony presented at the hearing prior to the determination of whether there was a violation and whether and in what amount to impose a fine. In the event a violation is proven to the satisfaction of the Fining Committee, the Committee shall determine the amount of the fine, if any, which shall be levied, consistent with Article 12.05. The Fining Committee's determination shall be transmitted to the Board, which shall formally approve and levy the fine provided by that determination. After a fine is levied, the Association shall provide a demand for payment to the Owner and violator. Fines shall be paid in full within thirty (30) days of receipt of the Association demand for payment.

12.05. Amount of Fine. The Fining Committee shall levy a reasonable fine not to exceed the amount of One Hundred Dollars (\$100.00) per violation, provided that a fine for a continuing violation may be in an amount up to One Hundred Dollars (\$100.00) for each day, up to a maximum of Five Thousand Dollars (\$5,000.00). If permitted by law, a fine shall become a lien upon a lot.

12.06. Failure to Pay. An Owner shall be responsible for paying all fines properly levied against the Owner for a violation by any person who is on the Property with the express or implied permission of the Owner, including without limitation, the Owner's tenants, guests, family members, invitees, employees or contractors. In the event an Owner refuses or otherwise fails to pay a fine, the Association may mediate if and as required and proceed with legal action in a court of competent jurisdiction to collect the sum due together with costs and reasonable attorneys' fees of the Association incurred incident to such collection action. Failure or refusal to pay a fine shall be a violation of these Bylaws.

12.07. Inapplicability of this Article. The requirements of this Article shall not apply to the imposition of suspensions, fines or fees upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.

ARTICLE XIII - AMENDMENTS

These Bylaws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting an amendment may be proposed by either the Board of Directors of the Association or by twenty percent (20%) of the Members of the Association petitioning for a Membership meeting. Upon any amendment or amendments to these Bylaws being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in his absence, and a Meeting of the Members of the Association shall be called not later than sixty (60) days from the receipt by him of the proposed amendment or amendments. Except as elsewhere provided, an amendment must be approved by at least a majority of the entire Membership of the Association who are present, in person or by proxy, at a meeting for that purpose.

(c) Limitation and Recording. As elsewhere provided, however, no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of Members without approval in writing by all Members so affected. No amendment shall be made that is in conflict with the Declaration. When an amendment has been so adopted, a copy of same shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws and referencing the Declaration by its original recording information. The certificate shall be executed by the officers of the Association with the formalities of a deed when such certificate and copy of amendment are recorded in the Public Records of Sarasota County, Florida. Amendments to these Bylaws shall become effective upon recordation unless a later effective date is specified therein.

ARTICLE XIV - INTERPRETATION

The provisions of these Bylaws shall be construed together with the Declaration and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the provisions of the Declaration or Articles, the provisions of the Declaration or Articles shall control. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to implement its obligations and authorities under the Declaration. Wherever the context so requires, the use of any gender herein shall be deemed to include all genders and the use of the plural shall include the singular and the singular shall include the plural. Unless the context shall otherwise require, terms used herein shall have the same meanings as set forth in the Declaration.