

fully counted as though they had attended the meeting. Within ten (10) days after obtaining authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

3. BOARD OF DIRECTORS.

3.1 Number, Term, and Qualifications. The affairs of the Association shall be governed by a Board composed of five (5) Directors. All Directors shall be Unit Owners or spouses of Unit Owners. All Officers of a Corporate Unit Owner shall be deemed to be Members of the Association so as to qualify as a Director herein. A grantor of a trust described in F.S. 733.707(3), or a beneficiary as defined in F.S. 737.303(4)(b) and the spouses of these persons, shall be considered eligible for Board membership. No more than one (1) natural person from each Unit shall be eligible to stand for election for Board membership or serve on the Board. Persons who are convicted felons and who have not had their civil rights restored are not eligible to serve on the Board. All Directors will be elected for a staggered two (2) year term. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act or resigns. Resignations of Directors are effective when received by the Association in writing unless a later date is stated.

3.2 Board Vacancies. Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by appointment by a majority vote of the remaining Directors until the next election; provided that when a Director has been recalled by the membership, the vacancy created by his or her removal cannot be filled with the same person as has been removed from the Board.

3.3 Organizational Meeting. The organizational meeting of each newly elected Board of Directors to elect Officers shall be held at a place and time as shall be fixed by the Directors provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting of the members.

3.4 Regular Meetings. Regular meetings of the Board of Directors may be held at a time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, telephone, or facsimile at least two (2) days prior to the day named for the meeting.

3.5 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than two (2) days' notice of the meeting except in an emergency shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting.

3.6 Waiver of Notice. Any Director may waive notice of a meeting before, at, 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.



3.7 Notice to Owners of Board Meetings. Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously as provided in Section 2.3 of these Bylaws at least forty-eight (48) continuous hours in advance of the meeting for the attention of Unit Owners except in an emergency. Meetings at which a regular monthly or quarterly assessment is to be considered shall contain a statement that assessments will be considered, and the nature of the assessments. However, written notice of any meeting at which nonemergency special assessments or at which amendments to Rules regarding Unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously as provided in Section 2.3 of these Bylaws not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be by an affidavit executed by the person giving notice and shall be filed in the official records of the Association.

3.8 Owner Participation in Board Meetings. Meetings of the Board of Directors at which a majority of the members of the Board are present shall be open to all Unit Owners. The right to attend meetings includes the right to speak with reference to all designated agenda items. The Board may, however, adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Unless otherwise provided by the Board, each Unit Owner is entitled to speak for three (3) minutes with reference to designated agenda items. Board meetings subject to the attorney-client privilege shall not be subject to Unit Owner observation.

3.9 Board Meetings, Quorum, and Voting. The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting if requested in writing by two (2) Board members. A quorum at Directors' Meetings shall consist of a majority of the Directors. Directors may participate in Board meetings telephonically, as long as a speaker phone is used at the site of the meeting. The acts approved by a majority of the entire Board of Directors present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. If at any meeting of the Board there is less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but joinders may not be used for purposes of creating a quorum or counted as official votes for the Board's meeting.

3.10 Presiding Officer. The presiding Officer at Directors' meetings shall be the President, and in his or her absence, the Vice President. In the absence of the presiding Officer, the Directors present shall designate one (1) of their number to preside.

3.11 Director Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the laws of Florida generally, the Florida Not-For-Profit Corporation Act, the Condominium Act, and the Condominium Documents, all as amended from time to time, shall be exercised exclusively by the Board of Directors or its duly authorized agents, contractors, or employees, subject only to the approval by Unit Owners when approval is specifically required. The powers and duties of the Directors shall include, but shall not be limited to, the following:

4.1 To Assess. The Directors shall adopt budgets and make and collect special and periodic assessments against Owners to defray the costs of the Association.

4.2 To Expend Association Funds. The Directors shall use the proceeds of assessments in the exercise of their powers and duties.

4.3 To Maintain the Condominium Property and Association Property. The Directors shall maintain, repair, replace, and operate the property within the Condominiums.

4.4 To Adopt Regulations. The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, and Limited Common Elements, and enact Rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Condominium.

4.5 To Reconstruct After Casualty. The Directors may reconstruct the Units, Common Elements, and Limited Common Elements after casualty and to further improve the property, as specified in the Declaration of Condominium.

4.6 To Approve Transfers. The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Condominium, and charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the lease of Units, the Board may require the posting of a security deposit to protect against damages to the Common Elements or Association Property, in the manner provided by law.