

**EXHIBIT "C"**

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**AMENDED AND RESTATED BY-LAWS  
OF  
BERMUDA WALK PROPERTY OWNERS' ASSOCIATION, INC.**

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**AMENDED AND RESTATED BY-LAWS**

**OF**

**BERMUDA WALK PROPERTY OWNERS' ASSOCIATION, INC.**  
(A Corporation not-for-profit under the laws of the State of Florida)

Section 1. GENERAL. These are the Amended and Restated By-Laws of BERMUDA WALK PROPERTY OWNERS' ASSOCIATION, INC. hereinafter the "Association", a corporation not for profit organized under the laws of Florida.

1.1 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.2 Definitions. The definitions set forth in the Amended and Restated Declaration of Covenants and Restrictions for Bermuda Walk, and in the Amended and Restated Articles of Incorporation shall apply to terms used in these Amended and Restated By-Laws.

Section 2. MEMBERSHIP AND VOTING RIGHTS.

2.1 Qualifications. The members of the Association shall be all record Owners of Lots in the Community, subject to the provisions of Section 10.1.B of the Declaration.

2.2 Change in Membership. A change of membership shall be established and become effective by recording in the public records of the County, a deed or other similar instrument and by delivery to the Association of a copy of such instrument. The failure of a new record owner to deliver a copy of such instrument to the Association shall not deprive the new record owner of membership in the Association.

2.3 Termination of Membership. The termination of membership in the Association does not relieve or release a former member from liability or obligation

incurred in, or in any way connected with, the Community during the period of his or her membership, nor does it impair any rights or remedies which the Association may have against any former Owner arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident to same.

2.4 Voting Interests: Votes. Each member of the Association is entitled to one (1) vote for each Lot owned by him/her. The total number of possible votes (the "voting interests") shall equal the total number of Lots. If a Lot is owned by one natural person, his right to vote shall be established by a record title to the Lot. If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any one of the record Owners. Votes shall be cast for Lots owned under a trust arrangement, may be cast by any trustee. Votes shall be cast for Lots owned by an estate in probate, by any personal representative of the estate. Votes cast for Lots owned by a corporation shall be cast by any officer of the corporation; and Lots owned by a business named partnership shall be cast by any partner. If two or more Owners of a Lot do not agree among themselves how their one vote shall be cast, that vote shall not be counted. Votes shall be cast in person or by proxy. Notwithstanding any provision in the Governing Documents to the contrary, any member whose right to vote has been suspended shall cease to be a voting member for the duration of the suspension and any percentage vote or consent provided for in the Governing Documents shall be calculated without any regard to the voting interests which have been so suspended. (For example, reference in any Governing Document to a specified number of the voting interests of all members shall be that number multiplied by the voting interests not suspended).

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of an 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 Lot if in an Association meeting, unless the joinder of record owners is specifically required.

### Section 3. MEMBERS MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in the County in the month of November of each year, at a day, place and time designated by the Board of Directors.

3.2 Election Meeting. The election meeting shall be held in the County each year as part of the annual meeting, for the purpose of electing Directors.

3.3 Special Meeting. Special members meetings must be held whenever called by the president or by a majority of the Board of Directors, and must be promptly called by the president upon the president's or secretary's receipt of a written petition signed and dated by at least one third (1/3) of the voting interests of the membership. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting.

3.4 Court-Ordered Meeting. The circuit court of the County may, after notice to the Association, order a meeting of the members to be held:

- A. On application of any member of the Association entitled to vote in an annual meeting if an annual meeting has not been held within any 13-month period; or
- B. On application of a member who signed a demand for a special meeting valid under Section 3.3 above, if:
  - 1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's secretary or president; or
  - 2. The special meeting was not held in accordance with the notice.

The court may fix the time and place of the meeting, determine the members entitled to participate in the meeting, specify a record date for determining members entitled to notice of and to vote at the meeting, prescribe the form and content of the meeting notice, and enter other orders as may be appropriate.

3.5 Notice of Members' Meetings. Notice of all annual and special members meetings must state the time, date, and place of the meeting. Notice of all annual and special meetings shall be sent by first class mail to each Member at his address as it appears on the books of the Association. The officer, manager or other person making

such mailing shall provide an affidavit as to the mailing, which shall be retained as part of the official records of the Association. Notice of an annual or special members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting, and must also state the intended agenda for the meeting.

### 3.6 Waiver of Notice.

- A. A member may waive any notice of a meeting of the members before or after the date and time stated in the notice. The waiver must be in writing, be signed by the member entitled to the notice, and be delivered to the Association for inclusion in the minutes or filing with the corporate records. Neither the business to be transacted at nor the purpose of any regular or special meeting of the members need be specified in any written waiver of notice.
- B. A member's attendance at a meeting, either in person or by proxy:
  - 1. Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or
  - 2. Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

### 3.7 Members' List for Meeting.

- A. After the mailing of notice of any meeting, the Association shall prepare an alphabetical list of the names and addresses of all its members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.

- B. The members' list must be available for inspection by any member for a period of ten (10) days prior to the meeting and continuing up to the start of the meeting at the Association's principal office or at a place identified in the meeting notice in the city/town where the meeting will be held. A member or his agent or attorney is entitled on written demand to inspect the list during regular business hours and at his expense, during the period it is available for inspection.
- C. The Association shall make the members' list available at the meeting, and any member or his agent or attorney is entitled to inspect the list at any time up to the start of the meeting or any adjournment.
- D. The members' list is prima facie evidence of the identity of members entitled to examine the members' list or to vote at meeting of members.
- E. If the requirements of this Section 3.7 have not been substantially complied with or if the Association refuses to allow a member or his agent or attorney to inspect the members' list before or at the meeting, the following shall apply: The meeting shall be adjourned until such requirements are complied with on the demand of any member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the circuit court of the County on application of the member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.
- F. Refusal or failure to comply with the requirements of this Section 3.7 shall not affect the validity of any action taken at the meeting.

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3.8 Proxies. A proxy may be given by any person entitled to vote, and shall be valid only for the specific meeting for which it was originally given and/or any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be

revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Lot, and must be delivered to the secretary at or before the adjournment of the particular meeting. The proxy form must conform to any requirements of the Community Act and applicable Administrative Rules. An executed original, an executed telegram or cablegram appearing to have been transmitted by the authorized person, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board. Subject to Section 3.9 of these By-Laws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's vote or other action as that of the member appointing the proxy. No proxies may be used for the election of Directors.

3.9 Association's Acceptance of Votes.

- A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.
- B. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its member, the Association if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member if:
  - 1. The member is an entity and the name signed purports to be that of an officer or agent of the entity;
  - 2. The name signed purports to be that of an administrator, executor, guardian, personal representative, or conservator representing the member and, if the Association requests, evidence of fiduciary status acceptable to the Association has

been presented with respect to the vote, consent, waiver, or proxy appointment;

3. The name signed purports to be that of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors of the member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
  4. The name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the member and, if the Association requests, evidence acceptable to the Association of the signatory's authority to sign for the member has been presented with respect to the vote, consent, waiver, or proxy appointment; or
  5. Two or more persons are the member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the coowners and the person signing appears to be acting on behalf of all the coowners.
- C. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.
- D. The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.9 are not liable in damages to the member for the consequences of the acceptance or rejection.
- E. Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this Section 3.9 is valid unless a court of competent jurisdiction determines otherwise.

3.10 Vote Required, Membership Participation. If a quorum exists, action on a matter (other than the election of Directors) by the members is approved if approval is received from not less than a majority of those voting interests present in person and by proxy at the meetings, unless the Governing Documents or applicable law require a greater number of affirmative votes. Any member may speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of members' statements; any of such Rules and Regulations shall yield for a particular meeting to the extent that a majority of the voting interests at the meeting determine so. An Owner shall have the right to tape record or videotape a Members' meeting, subject to any applicable written Board rules on the subject. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape record at any Members' meeting unless the Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

3.11 Quorum; Election Ballot Return.

A. General. The quorum for the annual and special members' meetings shall be 30% of the voting interests of the entire membership of the Association. After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment.

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B. Election Meeting. Not less than 20% of the eligible votes must cast a ballot in order to have a valid election, even though there might not be a quorum at the annual meeting.

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3.12 Adjournment of the Meeting. Any duly called meeting of the members may be adjourned to a later date by the vote required under Section 3.10 of these By-Laws, regardless of whether a quorum has been attained. A new notice of the adjourned meeting shall be given. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

3.13 Order of Business. The order of business at members meetings shall be substantially as follows:

- A. Call to order by the president (or other officer in the absence of the president)
- B. Appointment of a chairperson, only if the president is absent; otherwise, the president chairs the meeting
- C. Appointment of a parliamentarian, if so desired by the membership at the meeting.
- D. Call of the roll or certification of quorum
- E. Proof of notice of meeting or waiver of notice
- F. Minutes of last members meeting - read or waive reading
- G. Reports of officers
- H. Reports of Committees
- I. Election of Directors (where appropriate)
- J. Unfinished business
- K. New business
- L. Adjournment

3.14 Minutes of Meetings. The minutes of all meetings of the membership shall be kept in a book available for inspection by members and/or their authorized representatives at any reasonable time. Member(s) of the Association and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies of the Minutes at the cost of the member(s) concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

Section 4. BOARD OF DIRECTORS; COMMITTEES.

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The administration of the affairs of the Association shall be by a Board of Directors, with each Director having a fiduciary relationship with the Owners. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required. An Owner does not have the authority to act for the Association by reason of being an Owner.

4.1 Number and Term of Service; Qualifications.

- A. Number. The number of Directors which shall constitute the whole Board of Directors shall be five (5) persons.
- B. Stagger and Term. In order to insure continuity of experience, beginning with the first annual meeting subsequent to the Effective Date of the Declaration, a system of staggered terms shall be established. Beginning with that meeting, the owners shall elect three (3) Directors to serve for a term of two years and two (2) Directors to serve for a term of one year. The three candidates receiving the most votes at the meeting shall be elected to the two year term and the next two candidates receiving the next highest number of votes shall be elected to the one year term. Any ties shall be decided by the flip of a coin. At all subsequent annual meetings, Directors shall be elected to serve for a term of two years, who shall serve until the end of the members' meeting at which his or her successor is duly elected, unless he or she sooner resigns or is recalled.
- C. Qualifications. All Directors shall be members or their spouses, or any trustee, or an officer of a corporation as Owner, member of a company, or any partner of a business named partnership as Owner.

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4.2 Election of Directors. At each election meeting, which shall be part of the annual meeting, the members shall elect as many Directors as there are terms of Directors expiring. In the election of Directors, there shall be appurtenant to each Lot as many votes as there are Directors to be elected. No member may cast more than one vote for any candidate, it being the intention that casting ballots in the election of Directors shall be non-cumulative. A nominating committee shall be appointed by the Board of Directors no later than sixty (60) days preceding the annual meeting. The nominating committee shall submit its recommended nominees for the office of Director, to the Board of Directors by no later than twenty-five (25) days preceding the annual meeting. In addition, any eligible candidate wishing to serve on the Board of Directors must deliver to the Association notice of his or her intention to serve on the Board of Directors, which must be received no later than twenty-five (25) days preceding the annual meeting. Any candidate may deliver a resume not to exceed one page eight and a half by eleven inches (8-1/2" x 11"), which

must be received by the Association no later than twenty-five (25) days preceding the annual meeting; the Association shall be permitted to photocopy same onto one or more pages, front and back, which must be transmitted to the owners along with the ballot as referred to below, at the expense of the Association; the Association shall have no liability for the contents of the resume. A ballot containing the nominees recommended by the nominating committee and the candidates serving timely notice of the desire to serve on the Board, shall be mailed to all owners along with the notice of the annual meeting and any resumes timely received. An eligible candidate may nominate himself or herself at the annual meeting so long as such right is guaranteed by any applicable statute as amended from time to time. A system of inner and outer envelopes shall be used in order to ensure the secrecy of the election. No Director may be elected by proxy. In order for an election ballot to be valid, the actual ballot cannot be signed nor any other indication of the voting member on the ballot, and the outer envelope must be signed with an indication of the lot number; in the event that the ballot and/or outer envelope does not comport with the foregoing, then the ballot shall be disregarded. The candidates receiving the highest number of votes shall be declared elected, except that any ties shall be decided by the flip of a coin. A newly elected Director shall take office immediately upon the adjournment of the annual meeting.

4.3 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors or to the president or secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the vacancy may be filled before the effective date if it is provided that the successor does not take office until the effective date. A written resignation once tendered cannot be rescinded. Oral resignations shall not be considered effective. When a Director conveys title to his or her Lot such that the Director does not meet any of the qualifications required of Directors under Section 4.1.C above, then such Director shall be deemed to have automatically resigned from the Board upon such event, which resignation shall be deemed automatic without any action required from the Board of Directors; the foregoing shall not be considered a recall of that Director.

4.4 Removal of Directors (Recall). Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting called for that purpose.

- A. By Written Agreement. If a proposed recall is sought by written agreement, a separate agreement is required for each member of the Board being recalled.
  
- B. By Special Meeting. A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests of all Members. The Board shall be called if demand is made pursuant to Section 3.3 of these By-Laws. The notice of meeting must be accompanied by a dated copy of a signature list of the required percentage of voting interests, stating that the purpose of the signatures is for recall. The notice of meeting shall specify a person, other than a Board meeting subject to that recall, who shall call the meeting to order and determine whether a quorum is present. The failure of the notice to so designate a person shall not invalidate an otherwise valid notice. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date notice is given. Until such meeting is held, the recalled Directors shall remain on the Board and shall have all authority of the Board of Directors during that time period. The first order of business, upon the determination that a quorum exists, shall be the election of a presiding officer for that meeting who shall be a person other than a Director subject to that recall. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. The foregoing procedure shall apply notwithstanding any other provision in these By-Laws to the contrary.
  
- C. Re-election. Any Director recalled shall not be eligible for re-election until the next annual meeting.

4.5 Vacancies on the Board.

- A. A Vacancy Other than in Connection with Recall by Special Meeting. If the office of any Director or Directors becomes vacant for any reason, other than recall as provided by special meeting for in Section 4.4.B above, a majority of the Directors, though less than a quorum, shall choose a successor or successors who shall hold office

for the unexpired term of his or her predecessor in office. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

- B. Vacancy In Connection with Recall by Special Meeting. If a vacancy occurs on the Board as a result of a recall at a meeting as provided for in Section 4.4.B above, the members of the Association shall fill any vacancy at that same meeting. Any Director recalled shall not be eligible for reelection until the next annual meeting of the Members.

#### 4.6 Meetings of the Board of Directors.

- A. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected.
- B. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.
- C. Special Meetings. Special meetings of the Directors may be called by the president, and must be called by the president or secretary at the written request of a majority of the Directors.
- D. Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.
- E. Telephone Conference. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct

the meetings through the use of a telephone conference. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.7 Notice of Board Meetings; Agenda.

- A. Notice to Directors. Notice of the time and place of meetings shall be given to each Directors, personally or by mail, telephone or telegraph, and shall be transmitted three (3) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date of each month. Notice of all meetings shall state the agenda for the meeting, including any details of any (annual or special) assessment which will be discussed, considered or approved.
- B. Waiver of Notice by Directors. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.
- C. Notice to Members. Notices of all Board meetings shall be posted conspicuously in the Community at least forty-eight (48) hours in advance, except in an emergency. In the alternative, if notice is not so posted, notice of each Board meeting must be mailed or delivered to each member at last seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that an assessment will be considered and the nature of the assessment.

- D. Agenda. The notice of any Board meeting may but shall not be required to identify agenda items, except that when an annual or special assessment shall be considered, the notice must state that the particular assessment will be considered.

4.8 Quorum and Voting.

- A. Quorum. A quorum at a Board meeting shall be attained by the presence in person of a majority of the entire Board of Directors then serving.
- B. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that Directors may vote by secret ballot for the election of officers. So long as required by applicable statutes as amended from time to time, a vote or abstention for each Board member present shall be recorded in the minutes of the Board meeting.
- C. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the president, shall be deemed to have voted in favor of any action taken, unless:
1. He or she objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or
  2. He or she votes against or abstains from the action taken. An abstention for any other reason shall be considered an affirmative vote.

4.9 Owners Rights at Board Meetings. Meetings of the Board of Directors shall be open to all members to attend and observe. Any member may tape record or videotape meetings of the Board of Directors, subject to any applicable and written Rules and Regulations adopted by the Board of Directors. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape record at any Board meeting unless the Owner provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

4.10 The Presiding Officer. The president of the Association, or in his or her absence, the vice-president, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.

4.11 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings
- D. Reports of officers and committees.
- E. Election of officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

4.12 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

4.13 Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members of the Association and/or their authorized representative(s) at any reasonable time. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the member concerned. The Board of Directors shall establish such cost, not to exceed

the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than five (5) years after the date of the meeting.

4.14 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any member of the Association may apply to the circuit court of the County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the member shall mail to the Association and post conspicuously in the Community, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

4.15 Committees.

- A. Standing and Special Committees. The Board of Directors, by resolution, may appoint committees to assist in the conduct of the affairs of the Association.
  
- B. Executive Committee. The Board of Directors, by resolution, may appoint an executive committee to consist of two or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Association during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to:
  - 1. determine the common expenses required for the operation of the Association and the Community;
  - 2. determine the assessments payable by the Owners to meet the common expenses of the Association;

3. adopt or amend Rules and Regulations;
  4. purchase or lease real property in the name of the Association;
  5. approve or recommend to Owners any actions or proposals required by law or by the Governing Documents to be approved by the Owners; and
  6. fill vacancies on the Board of Directors or the Executive Committee. Vacancies on the Executive Committee shall be filled only by resolution of a majority of the entire Board of Directors; and
  7. Those matters as prohibited by law, from time to time.
- C. Formality. The ACC and any committee which renders a final decision regarding the expenditure of Association funds, must follow all formalities required of F.S. 720.303(2), as amended from time to time.

## Section 5. OFFICERS.

5.1 Officers - Required; Appointment; Removal; Resignation; Vacancies. 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 a majority vote of the entire Board then serving. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one vice-president. Any officer may be removed with or without cause by vote of a majority of the entire Board at any Board meeting. An officer may resign at any time by delivering notice to the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

5.2 President. The president shall be the chief executive officer of the Association. He or she when in attendance shall preside at all meetings of the members and Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He or she shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He or she shall execute bonds, mortgages, and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association. He or she shall appoint committees, except that only the Board can appoint an executive committee.

5.3 Vice-Presidents. The vice-presidents, in the order of their seniority shall, in the absence or disability of the president, perform the duties and exercise the power of the president, and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "disability" shall be viewed on a case by case, duty by duty basis, and as used herein, shall mean incapability of the president to effect a particular duty under question, incident to the office of the president.

5.4 Secretary. The secretary shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees and Executive Committee when required. He or she shall maintain an accurate and up-to-date roster of Owners and their addresses. He or she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by the Assistant secretary, if one has been designated.

5.5 Treasurer. The treasurer shall have responsibility for the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee disbursement of the funds of the Association, making proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of

the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an assistant treasurer, if any has been designated, and by a managing agent.

5.6 Special Duty. The Board shall from time to time delegate to one of its officers, the responsibility for preparing minutes of Directors' and members' meetings and for authenticating records of the Association. Should or to the extent that the Board shall fail to delegate same, the responsibility shall lie with the secretary.

Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS. Neither Directors, officers, nor (statutory and non-statutory) committee members shall receive compensation for their services as Directors, officer or committee member (as applicable). Directors, officers and committee members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

Section 7. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Section 10 of the Declaration shall be supplemented by the following provisions:

7.1 Annual Budget.

- A. The Board of Directors shall adopt an annual budget for common expenses for each budget year, which shall run from January 1st through December 31st of each year, unless the Board votes otherwise at any time preceding the upcoming budget year. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, and shall set out separately all fees or charges for recreational amenities, regardless of who owns same. Reserves for deferred maintenance and capital expenditures may come up but shall not be required to, be included in the annual budget; the failure of the Board to include reserves shall not give any owner or person any action against the Association for same. The failure of the Association to adopt a budget prior to the commencement of the new budget year shall not invalidate the

budget or the annual assessments due pursuant to the unadopted budget. The Board of Directors further has the power to amend (increase) the annual budget should same be necessary to pay for valid common expenses, or to amend (decrease) the annual budget should same be warranted, all in the discretion of the Board of Directors.

7.2 Annual Assessments. Annual assessments based on the adopted budget shall be paid in four (4) installments, in advance, due on or before the first day of January, April, July and October of each and every year, unless otherwise specified by the Board of Directors. One written notice of the annual assessment shall be provided to all members, prior to the start of the particular budget year; no other notices need be given by the Association. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Lot's next due installment. In the event that the annual budget is amended, the overage or shortage calculated shall be added or subtracted equally over the balance of the annual assessment installments due for the year.

7.3 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the annual budget and annual assessments. Special assessments are due on the date(s) specified in the resolution of the Board approving such assessment. The applicable provisions of Section 4.7.C above shall apply.

7.4 Acceleration of Assessments. If any annual or special assessment installment as to a Lot becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot's annual assessment for that fiscal year and/or special assessment, as applicable. To the extent that the a new budget has not been adopted as of the date that the Association accelerates, for purposes of calculating of the budget to be accelerated, it shall be presumed that the old budget amount is to be accelerated, with any increase or decrease which exists once the new budget is adopted to be credited or debited to the Owner, as

applicable. The accelerated assessment shall be due and payable on the later of fifteen (15) days after mailing or ten (10) days after the Owner's receipt of written notice from the Association of its intention to accelerate.

7.5 Depository. The Association shall maintain its accounts in such financial institutions or funds as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, except that all accounts shall be governmentally insured.

7.6 Financial Reporting. The Association shall provide such financial reporting as may be required by applicable statutes as amended from time to time, but the Association may also authorize a greater form of financial reporting than required by the applicable statutes as amended from time to time if the Board so determines.

7.7 Fiscal Year. The fiscal year for the Association shall be from January 1st through December 31st, unless otherwise voted by the Board of Directors from time to time.

7.8 Annual Election of Income Reporting Method. Based on competent advice, the Board of Directors shall make a determination annually of the method by which the Association's income shall be reported to the Internal Revenue Service, based upon the method which yields the lowest tax liability.

7.9 Fidelity Bonds. All officers and other persons who are signatories on Association bank accounts shall be bonded in an amount not less than the sums in the accounts to which the individual is a signatory.

## Section 8. SYSTEM OF FINES AND/OR SUSPENSIONS FOR NON-COMPLIANCE.

8.1 Authority and Scope. The Association may impose fines and/or suspension of use of the Common Area and/or voting rights on any Owner and Lot as well as upon any lessee, guest or invitee, for any violations of the Governing Documents and Rules and Regulations; as amended from time to time; and/or violations of the law; by Owners or the Owners' tenant(s); and/or their family members, agent(s), guest(s), visitor(s), invitee(s),

etc. The notice and opportunity for a hearing required under this Section 8 shall not apply to fines and/or suspensions relating to an Owner's nonpayment of assessments and Charges.

8.2 Owner is Liable. Each and every such violation shall be the responsibility of and attributed to the Owner (and his Lot) regardless of whether the offending party is in fact the Owner or the Owner's tenant(s), or their family, agent(s), guest(s), visitor(s), invitee(s), etc. As such, the Owner is responsible for the actions of the Owner's tenant(s) and family, agent(s), guest(s), visitor(s), invitee(s), etc.

8.3 Written Notice Required: Contents. No fine and/or suspension of use of the Common Area and/or voting rights shall be imposed for any violation unless and until the offending party or parties (which always shall include the Owner) has/have been given an opportunity to request a hearing on whether the fine and/or suspension should be levied. The Association shall provide notice to the offending party or parties that they have an opportunity to request a hearing on whether the fine and/or suspension should be levied. If the Association fails to receive a written request for a hearing within fifteen (15) days after the Association mails such notice, no hearing need be held, and the fine may be levied automatically without further warning. The written notice from the Association shall also include a statement as to the provisions of the Governing Documents, Rules and Regulations and/or law which are being violated and the names of the violators, if known. If a hearing is timely requested, then the Hearings Committee referred to in Section 8.6 below shall schedule a hearing as soon as is possible and notify the offending party or parties of the date, time and place of the hearing.

8.4 Levy of Fines. A fine for each violation shall be the maximum allowed by law as amended from time to time. This fine may be levied at such rate per day for each day or other time period that the violation occurs, on a running per day or other periodic basis, treating each day or other period to be a separate violation, so long as the Hearing Committee's notice informs the offending party or parties of this fact. The maximum for a total fine shall be the maximum sum permitted by law from time to time.

8.5 Record Keeping. The Association shall maintain a file of all notices issued and findings of the Hearings Committee in order that a record of offenses and offenders may be kept.

8.6 Hearing Before The Hearings Committee. If the offending party or parties requested a hearing before the Hearings Committee, then the following shall apply:

- A. A party against whom the fine and/or suspension may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.
- B. Failure of the Owner and the violator in question to appear at the scheduled meeting shall result in the automatic vote by the Hearings Committee that the Owner is in violation, whereupon the fine and/or suspension may be levied without further warning.

The Hearings Committee shall consist of at least three (3) Members appointed by the Board of Directors, none of whom are officers, Directors, or employees of the Association, nor the spouse, parent, child, brother or sister of same.

8.7 Collection of the Fine; Imposition of the Suspension. Once a fine is deemed to be due and owing, the Association shall provide written notice to the Owner of the fine due and owing, with due date for payment. The fine shall be paid and collectible as a Charge pursuant to the provisions of the Declaration. Once a suspension is deemed to be appropriate, the Association shall provide written notice to the Owner of the suspension and the applicable provisions of the suspension.

8.8 Concurrent Remedies. The fine and/or suspension system may be invoked independently of or concurrently with any other remedies provided for in the Governing Documents of law. As such, the fine and/or suspension system is not a condition precedent to the Association's pursuit of other remedies available to it under the Governing Documents or under the law. Also, the fact that a fine is levied and/or paid does not constitute compliance with the Governing Documents, Rules and Regulations and law, if in fact the violation(s) remain(s).

8.9 Special Provision Regarding Suspension of Voting Rights. The voting interest of an Owner shall be deemed automatically suspended without any formal action

by the Association after the Owner is delinquent in excess of ninety (90) days in the payment of the annual assessment; any payments received by an Owner toward the annual assessment shall be applied as stated in Section 5.6 of the Declaration. The voting interest of an Owner shall be automatically reinstated upon full payment of the delinquent annual assessment remaining after the Owner's payment of any interest, late fees, costs and attorneys' and paralegal fees due and owing for same.

Section 9. PARLIAMENTARY RULES. ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of meetings of the membership and Board of Directors when not in conflict with the Governing Documents or applicable law.

Section 10. EMERGENCY BY-LAWS. The following shall apply:

10.1 The Board of Directors may adopt By-Laws to be effective only in an emergency defined in Section 10.5 below. The emergency By-Laws, which are subject to amendment or repeal by the members, may make all provisions necessary for managing the Association during an emergency, including:

- A. Procedures for calling a meeting of the Board of Directors;
- B. Quorum requirements for the Meeting; and
- C. Designation of additional or substitute Directors.

10.2 The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all officers or agents of the Association are for any reason rendered incapable of discharging their duties.

10.3 All provisions of the regular By-Laws consistent with the emergency By-Laws remain effective during the emergency. The emergency By-Laws are not effective after the emergency ends.

10.4 Corporate action taken in good faith in accordance with the emergency By-Laws:

- A. Binds the Association; and
- B. May not be used to impose liability on a Director; officer, employee, or agent of the Association.

10.5 An emergency exists for purposes of this Section 10 if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

Section 11. AMENDMENT OF THE BY-LAWS. All amendments to the By-Laws shall be proposed and adopted in the following manner:

11.1 Proposal. Amendments to these By-Laws may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least twenty percent (20%) of the voting interests of the members of the Association. Only one co-owner of a Lot need sign the petition for that Lot.

11.2. Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the By-Laws shall be included in the notice of the members' meeting of which a proposed amendment is considered by the members.

11.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision in these By-Laws, these By-Laws may be amended by concurrence of a majority of the entire membership of the Board of Directors then serving and by a majority of the voting interests of all members of the Association. If the amendments were proposed by a written petition signed by the members pursuant to Section 11.1 above, then the concurrence of the Board of Directors shall not be required.

11.4 Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded.

11.5 Provisos. Notwithstanding any provision in these By-Laws to the contrary:

- A. An Amendment to these By-Laws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
- B. Any emergency By-Laws adopted pursuant to Article 10 of these By-Laws may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of an emergency; such By-Laws must be recorded, and shall become effective as resolved by the Board of Directors. This Section 11.5.B of the By-Laws shall not preclude the members from amending or repealing such emergency By-Laws as provided in Sections 11.1 through 11.4 above. No emergency By-Laws amended or repealed by the members shall be amended by the Board of Directors, without following the procedures set forth in Sections 11.1 through 11.4 above.

## Section 12. INDEMNIFICATION.

12.1 To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding for settlement or appeal of such proceeding (and including administrative proceeding) to

which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. Indemnification of Directors and Officers shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. Indemnification shall include an advance of the Director's, officer's or committee member's attorneys' fees and defense costs, provided that the Director or officer provides the undertaking assurance required by F.S. 607.0850(6); the foregoing is conditioned upon the Director, officer or committee member agreeing to use counsel of the Association's choosing, if the Association so conditions. In the event of a conflict between this Section 12 and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors, officers and committee members. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

- A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or
- B. A violation of criminal law, unless the Director, officer or committee member had no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or
- C. A transaction from which the Director, officer or committee member derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

12.2 Insurance. The Association is empowered to purchase directors, officers and other insurance to provide protection to persons covered by this Section 12.

CERTIFICATE OF ADOPTION OF THE  
AMENDED AND RESTATED BY-LAWS

THE UNDERSIGNED, being the duly elected and acting president of BERMUDA WALK PROPERTY OWNERS' ASSOCIATION, INC. hereby certifies that the foregoing was approved by not less than a majority of the entire membership of the Board of Directors then serving on \_\_\_\_\_, 200\_\_, at a special board meeting called for the purpose, with quorum present; and was approved by a majority of the voting interests of all the members of the Association accomplished at an Owners' meeting, held on \_\_\_\_\_, 200\_\_, called for the purpose, with quorum present.

The foregoing both amend and restate the By-Laws in their entirety.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

BERMUDA WALK PROPERTY  
OWNERS' ASSOCIATION, INC.

BY: Sign \_\_\_\_\_  
PRESIDENT

Print \_\_\_\_\_  
Current Address \_\_\_\_\_  
\_\_\_\_\_

