CFN # 107615214, OR BK 44982 Page 509, Page 1 of 17, Recorded 01/09/2008 at 02:05 PM, Broward County Commission, Deputy Clerk 3220

This instrument was prepared by:
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CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF RESTRICTIONS RELATING TO THE WOODLANDS SECTION FIVE, AND THE ARTICLES OF INCORPORATION AND THE BYLAWS OF THE WOODLANDS SECTION FIVE ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Restrictions, said original Declaration being recorded in Official Records Book 3877 at Page 565 of the Public Records of Broward County, Florida, and to the Articles of Incorporation and the Amended and Restated Bylaws of The Woodlands Section Five Association, Inc. were duly adopted in the manner provided in the governing documents, at a meeting held December 9, 2007.

IN WITNESS WHEREOF, we have affixed our hands this 2nd day of January, 2008, in Broward County, Florida.

WITNESSES: THE WOODLANDS SECTION FIVE ASSOCIATION, INC.

Sign [signature]
Print Barbara DaCosta
Sign Joanne Levine
Print Joanne Levine

By: [signature]
Bonnie S. Schultz, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2nd day of January, 2008, by [signature], as President of The Woodlands Section Five Association, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known ✓ OR
Produced Identification ________

____
Type of Identification

Sign [signature]
Print MARSHA P COHEN
My Commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
Marsha P. Cohen
Commission #DD554954
My Comm. Expires: 07/07/2010

AMENDMENTS TO THE
DECLARATION OF RESTRICTIONS
RELATING TO
THE WOODLANDS SECTION FIVE
AND
THE ARTICLES OF INCORPORATION OF
THE WOODLANDS SECTION FIVE ASSOCIATION, INC.

NOTE: **NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.**

1. ***Amendment to Article 10 of the Declaration of Restrictions, as follows:***

10. ASSOCIATION. The purpose of the Association shall be to undertake and assume the rights, privileges, duties and responsibilities of this Revived Declaration. Although the membership of the Association shall consist of all persons, corporations or firms, in whom title to one or more lots in the above described subdivision is vested, there shall exist only 125 votes in such association with one vote being counted for each lot. Except as provided elsewhere herein, a majority of the votes shall govern the course of conduct of the Association. The Association shall be governed by a Board of Directors consisting of ~~not less than nine (9) and not more than fifteen (15) directors for a one year term.~~ the number of directors as provided in the By-Laws. Any decisions, judgments, actions and/or resolutions of the Board of Directors, by the vote of a majority thereof, shall be valid and binding upon the Association and upon all of the lot owners in the subdivision described above.

2. ***Amendment to Article V., Section 1 of the Articles of Incorporation, as follows:***

1. The affairs of the ASSOCIATION will be managed by a Board of Directors consisting of the number of directors as shall be determined by the By-Laws, but not less than three (3) directors. ~~, and in the absence of such determination shall consist of three (3) directors~~.

AMENDED AND RESTATED BYLAWS
OF
THE WOODLANDS SECTION FIVE ASSOCIATION, INC.

NOTE: SUBSTANTIAL REWORDING. SEE ORIGINAL BYLAWS FOR THE TEXT OF THE ORIGINAL PROVISIONS.

1. **Identity.** These are the Bylaws of Woodlands Section Five Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering The Woodlands Section Five, a residential Community located in Broward County, Florida.

1.1 **Mailing Address**. The mailing address of the Association shall be 5725 White Hickory Circle, Tamarac, Florida 33319, or at such other place as may be designated by the Board of Directors from time to time.

1.2 **Seal**. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. **Definitions**. The terms used herein shall have the same definitions as stated in the Declaration of Restrictions or Chapter 720, Florida Statutes, unless the context requires otherwise.

3. **Members**. The members of the Association shall be the record owners of fee title to the lots. In the case of a lot subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the lot for purposes of determining voting, assessment and use rights.

3.1 **Qualifications**. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing the member's legal title to the lot.

3.2 **Voting Rights; Voting Interests**. The members of the Association are entitled to one (1) vote for each lot owned by such member. The total number of votes ("voting interests") is equal to the total number of lots, which is 125. The vote of a lot is not divisible. The right of a member to vote may be suspended by the Association for the nonpayment of regular assessments that are delinquent in excess of 90 days. The following persons shall be authorized to cast a vote on behalf of a lot depending on the specified ownership interests:

(a) If a lot is owned by one natural person, that person has the right to cast a vote on behalf of the lot;

(b) If a lot is owned jointly by two or more persons, any of the record owners may cast a vote on behalf of the lot;

(c) If a lot is subject to a life estate, any of the life tenants may cast a vote on behalf of the lot, or the holder(s) of the remainder interest may cast the vote;

(d) If the owner of a lot is a corporation, any officer of the corporation may cast the vote on behalf of the lot;

(e) If a lot is owned by a partnership, any general partner may cast the vote on behalf of the lot;

(f) If a limited liability company owns a lot, any authorized agent may cast the vote on behalf of the lot; or

(g) If a lot is owned by a trustee(s), the vote for the lot may be cast by any trustee of the trust or by any grantor or beneficiary of the trust, provided the grantor or beneficiary occupies the lot and provides proof to the Association that he or she is the grantor or a beneficiary.

In a situation where there are two or more persons authorized to cast a vote on behalf of a lot, it shall be presumed that the person casting the vote has the consent of all such persons. In the event the persons who are authorized to vote on behalf of a unit do not agree among themselves how their one vote shall be cast, such disagreement must be provided to the Association in writing and that vote shall not be counted.

3.3 **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 may be expressed by any person authorized to cast the vote of such lot at an Association meeting as stated in Section 3.2 above, unless the joinder of all owners is specifically required.

3.4 **Termination of Membership**. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

3.5 **Master Association.** The Association shall maintain membership rights and responsibilities in the Woodland Homeowners Association, Inc. (WHOA), including voting privileges and architectural control responsibilities as further outlined in the WHOA governing documents.

4. **Members' Meetings; Voting.**

4.1 **Annual Meeting**. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. However, the failure to hold an annual meeting within the required time frame shall not serve to invalidate actions of the Association, or the Board. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

4.2 **Special Meetings**. Special members' meetings may be called by the President, Vice President, or by a majority of the Board of Directors of the Association, and must be called by the Association upon receipt of a written request from twenty percent (20%) of the voting interests. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

4.3 **Notice of Meeting; Waiver of Notice**. Notice of a meeting of members shall state the time, place, date, and the purpose(s) for which the meeting is called. The notice shall include an agenda. The notice of any members' meeting shall be provided to every member by one of the following methods: (1) mailed postpaid and addressed to the member's address shown in the current records of the Association, or (2) hand delivered to the member who must in that event sign a receipt, or (3) electronically transmitted to a correct facsimile number or electronic mail address at which the member has consented in writing to receive notice. Each member bears the responsibility of notifying the Association of any change of address. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Association. The mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Notice must also be posted conspicuously and continuously at the Community property for not less than 14 days before the meeting. Proof of notice shall be given by affidavit of the person giving notice.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member shall constitute such member's waiver of notice of such meeting, except when attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.4 **Quorum**. A quorum at members' meetings shall be obtained by the presence, either in person or by proxy, of persons entitled to cast fifteen (15%) percent of the voting interests.

4.5 **Majority Vote**. The acts approved by a majority of the voting interests present and voting, in person or by proxy, at a meeting at which a quorum shall have been attained shall be binding upon all lot owners for all purposes, except where otherwise provided by law, the

Declaration, the Articles or these Bylaws.

4.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy 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 any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the lot and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a unit as set forth in Section 3.2 of these Bylaws, or a spouse of an eligible voter.

An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.

4.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

(a) Call to order by President;

(b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a member or a director);

(c) Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the pre-registration and registration procedures establishing the owners represented in person or by proxy;

(d) Proof of notice of the meeting or waiver of notice;

(e) Reading and disposal of any unapproved minutes;

(f) Reports of officers;

(g) Reports of committees;

(h) Call for final balloting on election of directors and close of balloting;

(i) Appointment of inspectors of election;

(j) Election of directors;

(k) Unfinished business;

(l) New business; and

(m) Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson.

4.9 Minutes of Meeting. The minutes of all meetings of lot owners shall be kept available for inspection by lot owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting must be reduced to written form within sixty (60) days after the meeting date.

4.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, provided the Association mails or delivers a letter or similar communication to each owner that explains the proposed action. The communication shall include a form of consent to permit each owner to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days after obtaining such 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. members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

5. Directors.

5.1 Number, Tenure and Qualifications. The Board of Directors shall consist of seven (7) Directors. All Directors shall be elected for one (1) year terms. A Director's term ends at the annual election at which his successor is to be duly elected, or at such other time as may be provided by law. Directors shall be elected by the members as described in Section 5.3 below, or in the case of a vacancy, as provided in 5.4 below. The immediate Past President shall automatically be an Ex Officio member of the Board of Directors with all of the rights and responsibilities that position entails pursuant to Rule 51 of Robert's Rules of Order (2005), as same may be amended or renumbered from time to time, for the year immediately following the expiration of his or her term as President. Each President is limited to only one term as an Ex Officio member of the Board of Directors.

5.2 Qualifications. Every director must be at least 18 years of age and a person that is eligible to cast a vote on behalf of a unit as set forth in Section 3.2 of these Bylaws, or a spouse of an eligible voter.

5.3 Election of Directors. The following procedures shall apply to the election of directors:

(a) The Board of Directors may appoint a nominating committee to nominate or recommend specific persons for election to the Board, and shall generally recruit and encourage eligible persons to run as candidates for election to the Board.

(b) Any eligible person desiring to be a candidate may submit a self nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.

(c) The ballot prepared for the annual meeting shall list all Director candidates in alphabetical order. Ballots shall be mailed to all voting interests with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting.

(d) Nominations shall also be accepted from the floor on the date of the election.

(e) The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.

(f) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. The candidates shall automatically be elected and their names announced at the annual meeting.

5.4 Vacancies on the Board.

If the office of any director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

(a) If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.

(b) If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum.

(c) If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled by the members voting in favor of the recall. If the recall is conducted at a membership meeting, any vacancies shall be filled by those members at the meeting. If the recall occurs by agreement in writing or by written ballot, the members voting in favor of the recall may vote for replacement directors in the same instrument in accordance with Section 720.303(10), Florida Statutes (2004), as may be amended from time to time.

For purposes of the foregoing provisions, in order to establish a quorum at the Board of Director's meeting held to appoint a replacement member to the Board, it shall be necessary only for a majority of the remaining directors to attend the meeting, either in person or by telephone conference participation.

5.5 Removal of Directors. Any or all directors may be removed with or without cause by a majority vote of the entire voting interests, either by a membership meeting called for that purpose, or an agreement in writing or by written ballot without a membership meeting. When the recall of more than one director is sought, the written agreement, ballot, or vote at a meeting shall provide for a separate vote for each director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting shall be given in accordance with Section 4.3 herein, except that electronic transmission may not be used as a method of giving notice of the meeting called in whole or in part for this purpose. Either after the Board receives the agreement in writing or the written ballots or after adjournment of the membership meeting called for such purpose, as applicable, the Board of Directors shall conduct a Board Meeting to consider certification of the recall within five (5) full business days, and give proper notice of such meeting in accordance with Section 5.7 herein. If the Board fails to properly notice and hold a Board meeting within five (5) full business days after service of an agreement in writing or within five (5) full business days after adjournment of the membership recall meeting, as applicable, the recall shall be deemed effective and the board directors so recalled shall immediately turn over to the remaining Board members all records and property of the Association. All recall proceedings shall be in accordance with the provisions of Section 720.303(10), Florida Statutes (2004), as amended from time to time.

5.6 Organizational Meeting. The organizational meeting of newly-elected directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors. Notice of the organizational meeting shall be posted at the designated location on the Community property at least 48 continuous hours in advance of the meeting.

5.7 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as shall be determined by a majority of the directors. Except for meetings with the Association's attorney which are subject to the attorney-client privilege, as provided by law, meetings of the Board of Directors shall be open to all lot owners. Conspicuous notice of such meetings shall be posted at a designated location in the Community at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency. All notices shall include an agenda for all known substantive matters to be discussed. Conspicuous written notice of any meeting at which a special assessment, or at which rules regarding lot use, will be considered, shall be provided to the lot owners via one of the methods set forth in Section 4.3 of these Bylaws and posted at a designated location in the Community not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.

5.8 Special Meetings. Special meetings of the directors may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of two (2) directors. Special meetings of the Board of Directors shall be noticed and conducted in the same manner as provided herein for regular meetings. Lot owners may petition for an item of business to be discussed at a board meeting to the extent and so long as permitted by Section 720.303(2)(d), Florida Statutes, as amended from time to time.

5.9 Notice to Board Members; Waiver of Notice. Notice of Board meetings shall be given to Board members in person, by telephone or by one of the methods set forth in Section 4.3 of these Bylaws which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

5.10 Quorum. Except as provided in Section 5.4 hereof, a quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these By-Laws. Directors may not vote by proxy. Directors may vote by secret ballot for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.

5.11 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.12 Joinder in Meeting by Approval of Minutes. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend, but such action may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

5.13 Presiding Officer. The presiding officer at the directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.

5.14 Order of Business. If a quorum has been attained, the order of business at directors' meetings shall be:

(a) Proof of due notice of meeting;

(b) Reading and disposal of any unapproved minutes;

(c) Report of officers and committees;

(d) Unfinished business;

(e) New business;

(f) Adjournment.

Such order may be waived in whole or in part by direction of the President, or the presiding officer.

5.15 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by lot owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within sixty (60) days after the meeting date.

5.16 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Community during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common expenses required for the operation, maintenance and general affairs of the Community and the Association, (b) to determine the regular and special assessments payable by the lot owners for costs incurred or to be incurred as common expenses, (c) to adopt or amend any rules and regulations governing the details of the operation and use of the lots or Common Areas, (d) to fill vacancies on the Board of Directors, or (e) to borrow money.

The Board of Directors may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members, and designate the chairpersons of each committee.

Any committee authorized to take final action on behalf of the Board regarding (1) the approval or disapproval of architectural decisions or (2) the authorization of expenditures of Association funds, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the lot owners is inapplicable to meetings between a committee and the Association's attorney which is subject to the attorney-client privilege, as provided by law.

5.17 Woodland Homeowners Association, Inc. (WHOA). The Association shall be represented on the WHOA Board of Directors by three (3) delegates and shall conform to and enforce the WHOA covenants and restrictions. The President of the Association shall be one of the delegates to the WHOA and shall, with the consent of the Board, appoint annually two (2) additional delegates from among the Association Directors or other members of the Association. Moreover, the Association shall be represented on the WHOA Architectural Control Committee by two (2) delegates. The Association President shall, with the consent of the Board, appoint annually two (2) delegates from among the members of the Association to serve on the WHOA Architectural Control Committee.

5.18 Indemnification of Directors and Officers.

5.18.1 Indemnity. The Association shall indemnify any officer, director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, or committee member of the Association or WHOA, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was not unlawful. However, in instances where the director, officer, or committee member admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such director, officer or committee member may be entitled by common or statutory law.

5.18.2 Defense. To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sub-Section 5.18.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him or her in connection therewith.

5.18.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Section 5.18.

5.18.4 Miscellaneous. The indemnification provided by this Section 5.18 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

5.18.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, or agent of the Association, or a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Section 5.18.

5.18.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Section 5.18 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

5.19 Inspection of Books and Records. The official records of the Association must be maintained within the State of Florida and shall be open to inspection and available for photocopying by members of the Association pursuant to Section 720.303(5), Florida Statutes, as same may be amended or renumbered. The Association may promulgate and adopt reasonable written rules and regulations regarding the frequency, time, location, and notice regarding records to be inspected and the manner of inspections.

6. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Community and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board of Directors by the lot owners. Such powers and duties of the Board of Directors shall include the following:

(a) Operating and maintaining the Common Areas, including surface water and drainage facilities and systems and contracting for and managing such other operations of common interest to the Association.

(b) Determining the common expenses required for the operation of the Community and the Association.

(c) Collecting the assessments for common expenses from lot owners, including the applicable portion of allocated WHOA assessments, fees and other costs.

(d) Employing and dismissing the personnel necessary for the maintenance and operation of the Community and the Association.

(e) Adopting and amending rules and regulations concerning the operation and use of the lots and Common Areas, subject to any limitations in the Declaration, and the authority of the members to overrule such rules, as provided in Article 15 of these Bylaws.

(f) Maintaining accounts at depositories on behalf of the Association and designating the signatories.

(g) Purchasing lots at foreclosure or other judicial sales, in the name of the Association, or its designee.

(h) Enforcing obligations of the lot owners, including those owed to the WHOA.

(i) Levying fines and suspending use and voting rights against lot owners for violations of the governing documents and/or the Rules and Regulations.

(j) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Community. The Association may pledge personal property (including reserve funds and assessment rights) as security for a loan, but may not mortgage the Common Area unless approved by at least two-thirds (2/3rds) of the entire voting interests.

(k) Contracting for the maintenance of the Community, and management services. All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding ten (10%) percent of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape architects), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.

(l) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.

(m) Convey a portion of the Common Areas or personal property of the Association to a condemning authority or a utility for the purpose of providing utility easements, right-of-way expansion, or other public utility purposes, whether negotiated or as a result of eminent domain proceedings.

7. **Emergencies.**

7.1 Board Authority During an Emergency. In the event of any "emergency" as defined in Section 7.3 below, the Board of Directors may exercise the emergency powers described in this Article 7, and any other emergency powers authorized by Chapter 720 of the Florida Statutes, Section 617.0207, Florida Statutes, and Section 617.0303, Florida Statutes, as amended or renumbered from time to time. Moreover, in the event of an emergency, the Board may expend funds to protect or repair the common areas or Association-owned property during or immediately after an emergency without having to comply with the competitive bid requirements and/or special assessment notice requirements of Chapter 720, F.S.

7.2 Emergency Board Powers. Emergency powers of the Board of Directors specifically include, but are not limited to, the following:

(a) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(c) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

(e) The Board may use reserve funds to meet Association needs in an emergency.

(f) Any officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(g) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

7.3 Emergency Defined. For purposes of this Article 7, an "emergency" exists only during a period of time that the Community, or the immediate geographic area in which the Community is located, is subjected to:

(a) a state of emergency declared by local civil or law enforcement authorities;

(b) a hurricane warning;

(c) a partial or complete evacuation order;

(d) federal or state "disaster area" status;

(e) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of a home in the community, common areas or Association property, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,

(f) an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, a home in the community, common areas, or Association Property.

7.4 Additional Board Authority. In addition to Board authority granted by law and the governing documents, the Board shall have the following power and authority:

(a) To determine after a casualty whether the common areas or Association property can be safely used by owners;

(b) To declare any portion of the common areas or Association Property unavailable for use by owners, tenants, or guests after a casualty, including during the rebuilding process. Such decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association owners, tenants, or guests.

(c) To implement a disaster plan prior to, during or after an impending casualty including, but not limited to, shutting down essential services to the common areas and/or Association property.

8. Officers.

8.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary (the president and vice-president must be directors). All officers shall be elected by the Board of Directors and may be peremptorily removed at any meeting by concurrence of a majority of the directors. A person may hold more than one (1) office, except that the President may not also be the Secretary or Treasurer. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

8.2 President. The President shall be the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of an association.

8.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of an association and as may be required by the directors or the President.

8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members, shall attend to the giving of all notices to the members and directors and other notices required by law, shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.

8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

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

9. Compensation. Neither directors nor officers shall receive compensation for their services as such; provided, however, the Board of Directors may hire a Director or officer as an employee of the Association, and may contract with a Director or officer for management or any other compensable service, in their reasonable business discretion.

10. Resignations. Any director or officer may resign his post at any time by written resignation, including electronic transmission, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all lots owned by any director or officer shall constitute a resignation of such director or officer without need for a written resignation. The unexcused absence from three (3) consecutive Board meetings shall also constitute a resignation of such director without need for a written resignation.

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

11.1 Budget. The Board of Directors shall adopt a budget for the regular expenses of the Community. The regular assessment is payable monthly, unless the Board resolves to permit quarterly payments. The Board of Directors shall post notice of the budget meeting, along with a copy of the proposed budget, at least 48 hours in advance as set forth in Article 5.7 of these Bylaws, and within ten (10) business days after adoption of the budget, shall provide a copy of the budget to each lot owner or written notice advising that a copy of the budget shall be provided upon request at no cost to the member.

11.2 Reserves. The Board may establish one or more reserve accounts in the operating budget for contingencies, operating expenses, repairs, capital improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis, all of which shall be considered authorized expenditures. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board, unless otherwise required by law. In addition, the members of the Association may vote to create, maintain and waive additional reserve accounts as provided for in, and subject to, Section 720.303(6), Florida Statutes, as amended from time to time.

11.3 Special Assessments. Special assessments may be approved by the Board of Directors. All special assessments shall be secured by a lien in the same manner as regular assessments per the Declaration.

11.4 Fidelity Bonds. The President, Vice-President, Secretary and Treasurer, and all other persons who are authorized to sign checks, or have access to or control of Association funds shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premium on such bonds is a Community expense.

11.5 Financial Reports. In accordance with Chapter 720, Florida Statutes, within 90 days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall, within ten (10) business days, provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. Financial reports shall be prepared as follows:

11.5.1 Requirements of Financial Reporting. The Association shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles as adopted by the Board of Accountancy. The financial statements shall be based upon the Association's total annual revenues, as follows:

(a) If the Association's total annual revenues are less than $100,000, the Association shall prepare a report of cash receipts and expenditures;

(b) If the Association's total annual revenues are $100,000 or more, but less than $200,000, the Association shall prepare compiled financial statements;

(c) If the Association's total annual revenues are at least $200,000, but less than $400,000, the Association shall prepare reviewed financial statements; or

(d) If the Association's total annual revenues are $400,000 or more, the Association shall prepare audited financial statements.

11.5.2 Required Disclosures. A report of cash receipts and disbursement must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional, and management fees and expenses; taxes; costs for recreation facilities; expenses for refuse collection and utility services; expenses for lawn care; costs for building maintenance and repair; insurance costs; administration and salary expenses; and reserves if maintained by the Association.

11.5.3 Lot Owner Approval for Higher Level of Financial Reporting. If the Association's total annual revenue is less than $400,000.00, and if twenty percent (20%) of the lot owners petition the Board of Directors for a level of financial reporting higher than that required by Sub-Section 11.5.1 above, the Association shall duly notice and hold a meeting of members within thirty (30) days of receipt of the petition for the purpose of voting on raising the level of reporting for that fiscal year. Upon approval of a majority of the total voting interests of the lot owners, the Association shall prepare or cause to be prepared the applicable level of financial reporting as provided below, and shall amend the budget or adopt a special assessment to pay for the financial report (regardless of any provision to the contrary in the governing documents). If so approved by the lot owners, the Association shall provide within ninety (90) days of the meeting or the end of the fiscal year, whichever occurs later, the applicable level of financial reporting, as follows:

(a) Compiled, reviewed, or audited financial statements, if the Association is otherwise required to prepare a report of cash receipts and expenditures in accordance with Sub-Section 11.5.1(a);

(b) Reviewed or audited financial statements, if the Association is otherwise required to prepare compiled financial statements in accordance with Sub-Section 11.5.1(b); or

(c) Audited financial statements if the Association is otherwise required to prepare reviewed financial statements in accordance with Sub-Section 11.5.1(c).

11.5.4 Lot Owner Approval for Lower Level of Financial Reporting. Notwithstanding the foregoing, the Board of Directors may propose to the lot owners a lower level of financial reporting than would otherwise be required in accordance with Sub-Section 11.5.1 above. If approved by lot owners constituting a majority of the voting interests present at a properly called meeting of the Association, an Association may prepare or cause to be prepared:

(a) A report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement;

(b) A report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or

(c) A report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement.

11.6 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.

11.7 Depository. The depository of the Association shall be such bank, banks or other federally insured depository, in the State, as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited not to exceed the amount of federal insurance available provided for any account. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons authorized by the directors. All funds shall be maintained separately in the Association's name.

12. Roster of Lot Owners. Each lot owner shall, within ten (10) days of taking title, file with the Association a copy of the recorded deed or other recorded document showing his ownership. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only lot owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.

13. Parliamentary Rules. Robert's Rules of Order (latest edition) shall be used as a guide in the conduct of members' meetings, Board meetings, and committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he or the Board of Directors designates a third person as Parliamentarian, shall be binding unless contrary to law.

14. Amendments. These Bylaws may be amended in the following manner:

14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

14.2 Resolution. A proposed amendment may be proposed either by the President, the Board of Directors, or by not less than one-third of the voting interests of the Association.

14.3 Approval. Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved by not less than a two-thirds of the voting interests, present and voting in person or by proxy, at any annual or special meeting, or by written consent as provided in Section 4.10 herein, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains the text of the proposed amendment.

14.4 Automatic Amendment. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration and the Articles of Incorporation. Whenever Chapters 720, 617 or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in these By-Laws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the members, may adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be authorized by future amendments to Chapters 720, 607 and 617 of the Florida Statutes, or other statutes or administrative regulations regulating the operation of the Association.

14.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Broward County.

15. Rules and Regulations. The Board of Directors may, from time to time, adopt, amend or add to rules and regulations governing the use of lots, Common Areas, and the operation of the Association. However, any Board-promulgated Rule may be rescinded or amended upon the written action of a majority of the total voting interests. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board of Directors to each lot owner not less than thirty (30) days prior to the effective date thereof (except in the event of an emergency), and shall be valid and enforceable notwithstanding whether recorded in the public records

16. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

17. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

18. Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.

19. Social Activities. The Board of Directors shall have the authority to expend not more than one (1%) percent of the overall Association budget in the aggregate for any calendar year for social activities, including without limitation, parties held for the benefit of owners, residents, and employees of the Association, get well cards, flowers, and similar social activities, all of which shall be a proper common expense of the Association.

20. Collection of Assessments; Late Fees; Acceleration. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. Furthermore, for each delinquent installment that the payment is late more than ten (10) days, in addition to the above stated interest, the Association may charge an administrative late fee in an amount not to exceed $25.00 or 5% of the amount of each installment that is paid past the due date unless a higher amount is permitted by law, or such lesser amount as the Board may determine, from time to time, by a duly adopted Board rule. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the assessment. The foregoing method of applying payments shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. Unpaid assessments due to the Association together with costs, interest, late fees, and reasonable attorney's fees shall be secured by a common law and contractual lien upon the lot and all appurtenances thereto when a notice claiming the lien has been recorded by the Association. The Association may accelerate Assessments of an Owner delinquent in payment of any Assessment installment, which shall be due and payable on the date a claim of lien is filed. Such accelerated Assessments shall include any and all amounts due for the remainder of the budget year in which the claim of lien was filed in addition to all costs, fines, charges and reasonable attorney's fees not related to the unit or accrue in connection with collection efforts. Collection of all delinquent assessments by or on behalf of the Association shall be in accordance with the provisions of Section 720.3085, Florida Statutes (2007), as amended from time to time.

21. Procedures For Fining, Suspension, and/or Voting Rights. The Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed one hundred dollars ($100.00) per violation against any member or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed Two Thousand Five Hundred Dollars ($2,500.00) in the aggregate. In any action to collect a fine, the prevailing party shall be entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

No fine or suspension of use and voting rights may be levied or imposed by the Board without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for hearing before a Fining/Suspension Committee of at least three (3) members appointed by the Board who are NOT officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee. The party against whom the fine may be levied or the suspension imposed shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The notice of the Fining/Suspension Committee Hearing shall contain the following information:

1. A statement of the date, time and place of the hearing;

2. A statement of the provisions of the Declaration, Association Bylaws, or Association Rules which have allegedly been violated; and

3. A short and plain statement of the matters asserted by the Association.

If the Fining/Suspension Committee does not, by majority vote (which vote may be taken by secret ballot) approve the fine or suspension, the Board may not levy the fine or impose the suspension.