

Return to:

Meridee Ferrin
Secretary, Avellino Isles Condominium Association
558 Avellino Isles Circle, #14301
Naples, FL 34119

**CERTIFICATE OF AMENDMENT TO THE BYLAWS OF THE
AVELLINO ISLES CONDOMINIUM ASSOCIATION, INC**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members of the AVELLINO ISLES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation ("Association"), on January 18, 2016, by an affirmative vote of more than two-thirds of the members of the Association, the Bylaws of the Association, originally recorded in O.R. Book 3658, Pages 1759 – 1773 with the Declaration of Condominium in O.R. Book 3658, Page 1599, et seq. of the Public Records of Collier County were amended as follows:

The Amended and Restated Bylaws are hereby amended in accordance with Exhibit "A" attached hereto and incorporated herein by the reference entitled "Amended and Restated Bylaws of the Avellino Isles Condominium Association, Inc."

IN WITNESS WHEREOF the Association has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 22 day of March, 2016.

AVELLINO ISLES CONDOMINIUM ASSOCIATION
A Florida Not For Profit Corporation

By: [Signature]
William Morgan, President

ATTEST:

[Signature]
(1) Meridee Ferrin, Secretary

Meridee Ferrin
(2) Print Name:

The foregoing instrument was acknowledged before me this 22nd day of March, 2016 by William Morgan, President, Avellino Isles Condominium Association, Inc., a Florida Not For Profit Corporation. He is personally known to me or has produced (type of identification) Driver's License and did take an oath.

[Signature]
Notary Public



STEPHANIE RODRIGUEZ
MY COMMISSION # FF 153613
EXPIRES: August 24, 2018
Bonded Thru Budget Notary Services

A.

EXHIBIT A
AMENDED AND RESTATED BYLAWS OF THE
AVELLINO ISLES CONDOMINIUM ASSOCIATION
(SUBSTANTIAL AMENDMENT TO THE ENTIRE BYLAWS)

1. GENERAL. These are the Amended and Restated Bylaws of Avellino Isles Condominium Association, Inc. (the "Association"), a corporation not for profit organized under the laws of Florida for the purpose of operating a condominium (the "Condominium") pursuant to the Florida Condominium Act. All prior Bylaws are hereby revoked.

1.1 Principal Office. The principal office of the Association shall be 595 Avellino Isles Circle, Naples, FL 34119.

1.2 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 "corporation 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 Association where a seal may be required.

1.3 Definitions. The terms used herein shall have the same definitions as stated in the Declaration of Condominium.

2. MEMBERS.

2.1 Qualification. The Members of the Association shall be the owners of legal title to the units (the "Members"). In the case of a unit subject to an agreement for deed, the contract vendee shall be deemed the owner of the unit solely for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events:

- A. Recording in the Public Records of a deed or other instrument evidencing legal title to the unit in the Member;
- B. Approval by the Board of Directors as provided for in Section 14 of the Declaration of Condominium;
- C. Delivery to the Association of a copy of the recorded deed or other instrument evidencing title; or
- D. Delivery to the Association, if required, of a written designation of a primary occupant.

2.2 Voting Rights; Voting Interests. The Members are entitled to one (1) vote for each unit owned. The total number of votes ("voting interests") shall equal the total number of units. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a condominium unit is owned by one natural person his right to vote shall be established by the record title to the unit. If a unit is owned jointly by two or more natural persons who are not acting as trustees, that unit's vote may be cast by anyone of the record owners. If two or more owners of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted. If the owner of a unit is not a natural person or is a trustee, the vote of that unit

shall be cast by the unit's primary occupant designated as set forth in Section 14.1 of the Declaration.

2.3 Approval or Disapproval of Matters. Whenever the decision of a unit 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 unit at an Association meeting as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. Following written approval of the Association as elsewhere required herein, a change of membership in the Association shall be established by the new Member's membership becoming effective as provided in 2.1 above; and the membership of the prior owner shall thereby be automatically terminated.

2.5 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 Condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year during the month of January at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the Members.

3.2 Special Members' Meeting. Special Members' meetings must be held whenever called by the President or by a majority of the Board of Directors and may also be called by Members having at least ten percent (10) of the votes of the entire membership. Such request shall be in writing, shall state the purpose or purposes of the meeting, and shall be signed by all the Members making the request. Business at any special meeting shall be limited to the items specified in the request and contained in the notice of meeting.

3.3 Notice of Meetings. Notice of all Members' meetings must state the time, date, and place of the meeting and shall incorporate an identification of agenda items. The notice must be mailed or electronically transmitted to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery. The Member bears the responsibility for notifying the Association of any change of address. The notice must be mailed, electronically transmitted or delivered at least fourteen (14) days prior to the meeting. Notice of any meeting may be waived in writing by any member. An affidavit of the officer or other person making such mailing, transmission or delivery shall be retained in the Association records as proof of mailing. If ownership of a unit is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A member may waive notice of any meeting at any time, but only by written waiver.

3.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting shall be posted and remain in a conspicuous place on the condominium property at least fourteen continuous (14) days prior to the annual meeting. The notice shall incorporate an identification of agenda items. Upon notice to owners, the Board shall, by duly adopted rule, designate a place on the condominium property upon which all notices of

Members' meetings shall be posted. Notice of the annual meeting shall be sent by first class mail to each owner, and an affidavit of the officer making such mailing shall be retained in the Association records as proof of such mailing. Notice of the annual meeting may be delivered in person if a written waiver of mailing is obtained.

3.5 Quorum. A quorum at a Members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least one-third (1/3) of the votes of the entire membership.

3.6 Vote Required and Amendment. The acts approved by a majority of the votes cast at a meeting in which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a higher vote is required by law or by any provision of the condominium documents. The procedures for voting and elections contained herein may be amended by the affirmative vote of a majority of the voting interests, which vote may be by a proxy specifically delineating the different voting and election procedures.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and 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, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.8 Adjourned Meetings. Any duly called meeting of the Members maybe adjourned to a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

3.9 Order of Business. The order of business at Members' meetings shall be substantially as follows:

- A. Annual Meeting -Collection of election ballots, then Call of the Roll or Determination of Quorum
- B. Reading or Disposal of Minutes of Last Member's Meeting
- C. Reports of Officers
- D. Reports of Committees
- E. Election of Directors (Annual Meeting Only)
- F. Unfinished Business
- G. New Business
- H. Adjournment

3.10 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board Members at all reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.11 Parliamentary Rules. "Roberts' Rules of Order" (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, with the Declaration or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 Member's Participation. Members shall have the right to participate in meetings of Members with reference to all designated agenda items. However, the Association shall adopt reasonable rules governing the frequency, duration and manner of Member participation. Any Member may tape record or videotape a meeting of the Members, subject to reasonable rules to be followed.

3.13 Action by Member Without Meeting. Except for the holding of the annual meeting and the election of Directors and unless otherwise provided herein, any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting if written consents, setting forth the action to be taken, are signed by the Members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or sixty percent (60) of the total votes of the entire membership, whichever is greater, unless a lesser vote is required by law. If the requisite number of written consents are received by the Secretary within thirty (30) days of mailing notice of the proposed action to the members, a resolution passed by the Board of Directors on the action so authorized shall be of full force and effect as if a full membership meeting had been held. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of Members' rights to call a special meeting of the membership, as elsewhere provided in these Bylaws. If the vote is obtained by polling the unit owners by mail, the unit owners list on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation and these Bylaws shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be five. All Directors shall be elected for two (2) year terms. A system of staggered terms shall be established by alternately electing three (3) directors during one election cycle and then two (2) at the next. Directors shall serve no more than 3 consecutive terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below.

4.2 Qualifications. Each Director must be a Member or the spouse of a Member.

4.3 Nominations and Elections. On the day of each annual meeting the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring. Notice of each annual election shall be given to all owners at least sixty (60) days in advance. Any person eligible to serve as a Director who wishes to qualify as a candidate shall notify the Association in writing of the candidate's interest at least forty (40) days prior to the annual election. Notice shall be deemed effective when received by the Association. Any person indicating the desire to qualify as a candidate may also include with such notification and subject to the same forty (40) day deadline, a separate information sheet, no larger than 8 1/2 inches by 11 inches, which may be printed on both sides, which describes the candidate's background, education and

qualifications for office, and any other information deemed relevant by the candidate. The Association shall mail or deliver a second notice of the election, together with the candidate information sheets and a ballot which shall list all candidates in alphabetical order by surname, at least fourteen (14) days in advance of the election; provided, however, that if the number of candidates does not exceed the number of vacancies, then no election shall be required. Directors shall be elected by a plurality of the votes cast at the annual meeting. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any nominee, it being the intent hereof that voting for Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be declared elected, except that a run-off may be held to break a tie vote. As provided by law the Association may conduct membership votes including elections by the use of electronic transmission and/or internet websites.

Within 90 days after being elected or appointed to the board of an association of a residential condominium, each newly elected or appointed director shall certify in writing to the secretary of the association that he or she has read the association's declaration of condominium, articles of incorporation, bylaws, and current written policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the association's members.

4.4 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual meeting.

4.5 Removal of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to 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 must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.

4.6 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 and announced by the Directors at the annual meeting at which they were elected.

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, electronic transmission, telephone or telegram at least two (2) days prior to the day named for such meeting.

4.8 Notice to Owners. Meetings of the Board of Directors at which a quorum of the Board is present, shall be open to Members, and notices of all Board meetings shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. The notice shall specifically incorporate an identification of agenda items. Notice of any

Board meeting where assessments against units are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of the assessments. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements set forth in Section 6.2 below. Written notice of any meeting at which non-emergency special assessments, or amendment to rules regarding unit use will be proposed, discussed, or approved, shall be mailed, electronically transmitted or delivered to the Members and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with the 14 day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. Any Member may tape record or videotape Board meetings and may speak at such meeting, pursuant to reasonable rules, with reference to all designated agenda items. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this paragraph.

Meetings of committees that do not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are not subject to the provisions of this section.

Notwithstanding any other law, the requirement that board meetings and committee meetings be open to the unit owners does not apply to:

- A. Meetings between the board or a committee and the association's attorney, with respect to proposed or pending litigation, if the meeting is held for the purpose of seeking or rendering legal advice; or
- B. Board meetings held for the purpose of discussing personnel matters.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present in person. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy at Board meetings.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the condominium documents or by applicable statutes.

4.12 Presumption of Assent. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board Meetings. A vote or abstention shall be recorded in the minutes for each Director present.

4.13 Adjourned Meetings. The majority of those present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided the notice required by Section 4.8 above was given for the meeting which was adjourned and further provided that a quorum is present, any business that might have

been transacted at the meeting originally called may be transacted without further notice.

4.14 The Presiding Officer. The President of the Association, or in his 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 present.

4.15 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.16 Official Records. The official records of the association as defined in Florida Statutes 718.111 (12) must be maintained within the state for at least 7 years and are open to inspection by any association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the member. The association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying. The failure of an association to provide the records within 10 working days after receipt of a written request creates a rebuttable presumption that the association willfully failed to comply with this paragraph.

4.17 Committees. The Board of Directors may appoint from time to time such standing or temporary committees, including a search committee to encourage persons to become candidates for the Board or such other committee as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. A committee which advises the Board on the budget, or a committee which has authority to take action on behalf of the Board, shall be subject to the provisions of Section 4.8 of these Bylaws. All other committees shall not be subject to Section 4.8 of these Bylaws

4.18 Indemnification. In the event that the Association does not provide or obtain liability insurance covering the Board, Committees established by the Board, or members of either with limits equal to that carried on behalf of the Association or if the liability insurance covering the Association has lapsed or is not in force for any reason when a claim, otherwise covered if the insurance had been in force, is made, the Association shall indemnify and hold harmless the Committee and its members for all loss or damages including the cost of defense and reasonable attorney's fees.

4.19 Contracts for products and services. All contracts as further described herein or any contract that is not to be fully performed within 1 year after the making thereof, for the purchase, lease, or renting of materials or equipment to be used by the association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. To the extent practicable, multiple bids should be obtained for any contract for the purchase, lease, or renting of materials or equipment, or for the provision of services. Any such contract that will require payment by the association in the aggregate that exceeds \$25,000, shall require the preparation of written specifications and the solicitation of competitive bids and their evaluation against written evaluation criteria. Nothing contained herein shall be construed to require the association to accept the lowest bid.

Notwithstanding the foregoing, contracts with employees of the association, and contracts for attorney, accountant, architect, community association manager, timeshare management firm, engineering, and landscape architect services are not subject to the provisions of this section. Nothing contained herein is intended to limit the ability of an association to obtain needed products and services in an emergency. This section shall not apply if the business entity with which the association desires to enter into a contract is the only source of supply within the

county serving the association. Nothing contained herein shall excuse a party contracting to provide maintenance or management services from compliance with s. 718.3025.

As to any contract or other transaction between an association and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested:

- A. The association shall comply with the requirements of s. 617.0832.
- B. The disclosures required by s. 617.0832 shall be entered into the written minutes of the meeting.
- C. Approval of the contract or other transaction shall require an affirmative vote of two-thirds of the directors present.
- D. At the next regular or special meeting of the members, the existence of the contract or other transaction shall be disclosed to the members. Upon motion of any member, the contract or transaction shall be brought up for a vote and may be canceled by a majority vote of the members present. Should the members cancel the contract, the association shall only be liable for the reasonable value of goods and services provided up to the time of cancellation and shall not be liable for any termination fee, liquidated damages, or other form of penalty for such cancellation.

4.20 Agreements for operation, maintenance, or management of condominiums. No written contract between a party contracting to provide maintenance or management services and an association which contract provides for operation, maintenance, or management of a condominium association or property serving the unit owners of a condominium shall be valid or enforceable unless the contract:

- A. Specifies the services, obligations, and responsibilities of the party contracting to provide maintenance or management services to the unit owners.
- B. Specifies those costs incurred in the performance of those services, obligations, or responsibilities which are to be reimbursed by the association to the party contracting to provide maintenance or management services.
- C. Provides an indication of how often each service, obligation, or responsibility is to be performed, whether stated for each service, obligation, or responsibility or in categories thereof.
- D. Specifies a minimum number of personnel to be employed by the party contracting to provide maintenance or management services for the purpose of providing service to the association.
- E. Discloses any financial or ownership interest which the developer, if the developer is in control of the association, holds with regard to the party contracting to provide maintenance or management services.
- F. Discloses any financial or ownership interest a board member or any party providing maintenance or management services to the association holds with the contracting party.

In any case in which the party contracting to provide maintenance or management services fails to provide such services in accordance with the contract, the association is authorized to procure such services from some other party and shall be entitled to collect any fees or charges paid for service performed by another party from the party contracting to provide maintenance or management services.

Any services or obligations not stated on the face of the contract shall be unenforceable.

Notwithstanding the fact that certain vendors contract with associations to maintain equipment or property which is made available to serve unit owners, it is the intent of the Legislature that this section applies to contracts for maintenance or management services for which the association pays compensation. This section does not apply to contracts for services or property made available for the convenience of unit owners by lessees or licensees of the association, such as coin-operated laundry, food, soft drink, or telephone vendors; cable television operators; retail store operators; businesses; restaurants; or similar vendors.

4.21 Representatives to Master Association. The Board of Directors shall appoint a Neighborhood Representative to cast the votes, where required, on matters before the Vineyards Community Association, Inc. (Master Association). The Neighborhood representative shall represent the collective votes of the Members of the Association. The Neighborhood Representative shall not be required to obtain a consensus or approval on any voting matters from the unit owners, except as required specifically by the Master Association Declaration.

4.22 Emergency Powers. In the event of an "emergency" as defined in Section 4.22(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

- 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. Any officer, director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- F. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- G. For purposes of this Section only, an "emergency" exists only during a period of time that the condominium, or the immediate geographic area in which the condominium is located, is subjected to:

- (1) A state of emergency declared by local civil or law enforcement authorities;

- (2) A hurricane warning;
- (3) A partial or complete evacuation order;
- (4) Federal or state "disaster area" status; or
- (5) A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.
- (6) An "emergency" also exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of war or terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board 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.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a Member of all standing committees, 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 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.

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 powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and 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 when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and the

deposit of all monies and other valuable effects 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 the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions 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.

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

6.1 Depository. The Association shall maintain its accounts in such federally insured accounts or investments with such financial institutions doing business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts; certificates of deposit, U.S. Government securities, and other similar investment vehicles.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board or Unit Owners at which the budget will be adopted shall be mailed or hand delivered to each Unit owner at the address last furnished to the Association and posted conspicuously on the condominium property not less than fourteen (14) continuous days preceding that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

Evidence of compliance with this fourteen (14) day notice must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting and filed among the official records of the Association.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, and any other item that has a deferred maintenance expense or replacement cost that exceeds \$10,000. The amount to be reserved shall be computed by a formula based upon estimated remaining useful life and replacement cost of each item. These reserves shall be funded unless the Members subsequently determine by majority vote at a duly called meeting of the Association in person or by limited proxy to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in 6.2 above. Reserves funded under this paragraph, and all interest earned on such reserves, shall not be commingled with operating funds (unless combined for investment purposes), and shall be used only for the purposes for which they were reserved, unless their use for other purposes is permitted by law or is approved in advance by a majority vote at a members' meeting called for that purpose. Operating and reserve funds may be invested in combined accounts, but such funds shall be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account, or the minimum amount required by law. Operating and reserve funds may be combined in the quarterly assessment paid by unit owners, provided that the operating and reserve funds are segregated within 30 days after receipt (unless combined for investment purposes).

The only voting interests that are eligible to vote on questions that involve waiving or reducing the funding of

reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the voting interests of the units subject to assessment to fund the reserves in question. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended must contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

6.4 Other Reserves. In addition to the statutory reserves provided in 6.3 above, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be paid in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Failure to receive notice of the assessment shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, 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 unit's next due quarterly installment.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The total of all special assessments made in any fiscal year shall not exceed fifteen percent (15) of the total annual budget for that year, including reserves, unless a majority of the voting interests first consent. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s), with any excess funds returned to the Members or applied as a credit toward future assessments.

6.7 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time, or the maximum amount required by law. The term "persons who control or disburse Association funds", includes, but is not limited to those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding. The premiums on such insurance or bonds shall be a common expense.

6.8 Financial Statements. Within 90 days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.

6.9 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Board of Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all Members.

6.10 Application of Payments and Co-Mingling of Funds. All monies collected by the Association shall be maintained in the Association's name and may not be commingled. Reserve funds and any interest accruing thereon shall remain in a separate reserve account except as provided in 6.3 above. All payments on account by a unit owner shall be first to interest, delinquencies, costs and attorney's fees, other charges, and regular or special assessments, in such manner and amounts as the Board of Directors may determine, subject to Section 10.6 of the Declaration.

6.11 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 change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

7. RULES AND REGULATIONS; USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the operation, use, maintenance, management and control of the common elements and the Association. Copies of such rules and regulations shall be furnished to each unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners and uniformly applied and enforced.

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in Section 19 of the Declaration, the following provisions shall apply:

8.1 Fines. The Board of Directors may levy reasonable fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents or Association rules and regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. The procedure for imposing such fines shall be as follows:

- A. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other unit owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:
 - (1) A statement of the date, time and place of the hearing;
 - (2) A statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated;
 - (3) A short and plain statement of the matters asserted by the Association; and
 - (4) The amount of any proposed fine.
- B. The party against whom the fine may be levied shall have a reasonable 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 unit owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest.

8.2 Mandatory Non-Binding Arbitration. In the event of any "dispute" in Section 718.1255 Florida Statutes, between a unit owner and the Association, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums, and Mobile Homes prior to filing

suit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

8.3 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the condominium property free from unreasonable restraint and annoyance.

9. TRANSFER OF ASSOCIATION CONTROL: DEVELOPER'S RIGHTS.

9.1 Developer's Rights. So long as the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

- A. Any amendment of the condominium documents which would adversely affect the Developer's rights;
- B. Any assessment of the Developer as a unit owner for capital improvements; and
- C. Any action by the Association that would be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses shall not be deemed to be detrimental to the sales of units.

10. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

10.1 Proposal. Except as otherwise provided in the Declaration of Condominium as to amendments made by the Developer, amendments to these Bylaws shall be proposed by a majority of the Board or upon written petition signed by at least one-fourth (1/4) of the voting interests.

10.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or unit owners, such proposed amendment or amendments shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can still be given.

10.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, these Bylaws may be amended by concurrence of two-thirds (2/3) of the voting interests present in person or by proxy at any annual or special meeting, provided that notice of any proposed amendment has been given to all the Members in accordance with law. Amendments may be adopted without a meeting by following the procedure set forth in Section 3.13 of these Bylaws.

10.4 Recording: Effective Date. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by officers 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 Collier County, Florida. The certificate must identify the book and page of the Public Records where each Declaration of Condominium for all condominiums operated by the Association is recorded.

11. MISCELLANEOUS.

11.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

11.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

11.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

The foregoing constitute the Bylaws of the Association and were duly adopted at the first meeting of the Annual Meeting held on January 18, 2016.

AVELLINO ISLES CONDOMINIUM ASSOCIATION

Corporation Not for Profit

By


William Morgan, President

Attest:


Melidee Ferrin, Secretary