

**AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
SIXTH MOORINGS CONDOMINIUM**

AND

**AMENDMENTS TO ARTICLES OF INCORPORATION AND BY-LAWS
OF
SIXTH MOORINGS CONDOMINIUM, INC.**

(Please note: Additions are indicated by underlining, deletions by "-----", and unaffected language by ".....")

DECLARATION OF CONDOMINIUM

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11. PURPOSE AND USE RESTRICTIONS

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J. Every parcel owner must, at all times, maintain current, valid keys to his or her condominium parcel with the Board of Directors of the Association. Such keys may be used by the Board members for immediate access to condominium parcels to address emergencies within such units and to otherwise access units for proper purposes upon reasonable notice to the owners of such condominium parcels.

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12. CONVEYANCES

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In order to assure a community of congenial residences and thus protect that value of the apartments, and to further the continuous harmonious development of the condominium community, the sale, occupancy, and mortgage of apartments shall be subject to the following provisions.

In the event of an attempted conveyance in contravention of the directions herein contained, the Condominium corporation shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

A parcel owner, intending to make a bona fide sale of his parcel, or any interest therein, or permit the occupancy of the parcel by a non-owner, shall give to the corporation written notice of his intention to sell or permit such occupancy, together with the name and address of the intended purchaser ~~or lessee~~ or occupant and such other information as the corporation may reasonably require, and the term of the proposed transaction. As to a proposed sale, such Such notice may also include a demand that the corporation furnish a purchaser approved by the corporation in the event that the transaction is disapproved. As to a proposed sale, the The giving of such notice shall constitute a warranty and representation by the parcel owner that the apartment owner believes the proposal to be bona fide, in all respects.

Within 30 days after receipt of such notice, the corporation shall either approve of the transaction or occupancy, disapprove the transaction or occupancy for good cause, or in the case of a proposed sale, if demand is made in the notice, furnish a purchaser approved by the corporation and give notice thereof to the apartment owner desiring to sell, such purchaser to be one who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser furnished by the Association may not have less than thirty (30) days subsequent to the date of approval within which to close.

Approval shall be in recordable form signed by an executive officer of the corporation, and shall be delivered to the purchaser or occupant and, in the case of a sale, made a part of the conveyancing document.

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B. Disapproval for Good Cause. Approval of the Association for title transfers or for occupancy by a non-owner shall be withheld only if a majority of the whole Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

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8. The proposed purchaser has not paid at least fifteen percent (15%) of the bona fide purchase price as a deposit toward the purchase of the apartment, with such deposit to be applied to the purchase at the closing of the transaction.

If the Board disapproves a prospective transfer or prospective occupancy on the grounds for disapproval set forth above, the Association shall have no duty to purchase the unit or furnish an alternate purchaser (in the case of a sale), and the transaction shall not be made.

C. In addition to the above-referenced restrictions on the conveyances of condominium parcels, no condominium parcel owner may place a mortgage (or mortgages) against his parcel when the amount of said mortgage (or the total amount of said mortgages, in the case of multiple mortgages) secures an obligation in excess of eighty-five (85%) percent of the purchase price of the unit, or eighty-five (85%) percent of the assessed valuation of the unit for ad valorem tax purposes, whichever is greater.

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14. ASSESSMENTS

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Assessment and installments thereof not paid when due shall bear interest from due date at ~~six (6%) percent per annum~~ a rate determined by the Board which shall not exceed that permitted by law.

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22. MORTGAGES

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~~Should any mortgagee become the owner of any mortgaged condominium parcel through foreclosure or through a deed given in lieu of foreclosure, such mortgagee shall have the unqualified right to sell, lease or otherwise dispose of said parcel, including the fee ownership thereof, without offer to the condominium corporation notwithstanding the provisions of the article concerning transfer and lease (Article 12), provided, however, that in all other respects, the provisions of this Declaration, the By-Laws of the Corporation and the provisions of the Condominium Act shall be applicable thereto, and provided, further, that the purchaser of such condominium parcel from such mortgagee, shall be subject to the provisions of said article concerning transfer.~~

Notwithstanding the foregoing, no condominium parcel owner may place a mortgage (or mortgages) against his parcel when the amount of said mortgage (or the total amount of said mortgages, in the case of multiple mortgages) secures an obligation in excess of eighty-five (85%) percent of the purchase price of the unit, or eighty-five (85%) percent of the assessed valuation of the unit for ad valorem tax purposes, whichever is greater.

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ARTICLES OF INCORPORATION

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The original principal office of the corporation is in Miami-Dade County, Florida, at 1401 N.E. Miami Gardens Drive. The name and address of the registered agent is: Ralph H. Shere, 5004 North Bay Road, Miami Beach, Florida.

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VI.

The owner of a condominium parcel in SIXTH MOORINGS CONDOMINIUM shall automatically be and become a member of the corporation. A member will be entitled to one vote for each condominium parcel owned by him, provided that when there are several owners of a condominium parcel, only one vote shall be possessed by such parcel. Voting may be in person or by written proxy and a corporation may hold membership and vote through an authorized agent or by written proxy. No person other than a condominium parcel owner in SIXTH MOORINGS CONDOMINIUM may become or remain a member of the corporation. Further, when a condominium parcel is owned by more than one individual or by a corporation or other entity, only the owner of a condominium parcel designated as that parcel's voting representative (in the case of a condominium parcel owned by more than one natural person) or only the authorized agent of the corporation or other entity (in the case of a condominium parcel owned by a corporation or other entity) shall be considered an "owner" or "member" for purposes of qualification for a position on the Board of Directors.

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XI.

The corporation shall be governed by a board of directors consisting of five persons, all of whom must be members of the corporation, provided, however, that until the first meeting of members in 1967, the corporation shall be governed by a board of directors consisting of three persons. . . .

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FIRST AMENDED AND RESTATED BY-LAWS
OF
SIXTH MOORINGS CONDOMINIUM, INC.

[SUBSTANTIAL REWORDING OF BY-LAWS-
SEE CURRENT BY-LAWS FOR CURRENT TEXT]

1. **IDENTITY.** These are the First Amended and Restated By-Laws (hereinafter referred to as "By-Laws") of the Sixth Moorings Condominium, Inc., a Florida not-for-profit corporation (The corporation may hereafter be referred to as the "Association"). The Articles of Incorporation of Sixth Moorings Condominium, Inc., were originally filed in the office of the Secretary of State of the State of Florida on the 18th day of January, 1967. The Association has been organized for the purpose of administering a condominium, whose Declaration of Condominium, as same has been amended from time to time, is recorded at Official Records Book 5351, Page 611, in the Public Records of Miami-Dade County, on the following lands in Miami-Dade County, Florida:

A portion of the South 1/2 of Section 5, Township 52 South, Range 42 East, Miami-Dade County, Florida, as more particularly described in the Declaration of Condominium.

2. **OFFICE.** The Office of the Association shall be at 18555 N.E. 14th Avenue, North Miami Beach, Florida 33179, or such other location within Miami-Dade County, Florida, as may from time to time be determined by the Board of Directors.
3. **FISCAL YEAR.** The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.
4. **SEAL.** The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name, or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.
5. **PURPOSE.** This Corporation is organized for the purpose of operating a condominium, and to acquire, hold, own, build, manage, and operate the common elements of the condominium, and to exercise all powers granted to the Corporation by its Articles of Incorporation, Declaration, By-Laws, Rules and Regulations, Chapter 718, F.S., as amended from time to time, and Chapter 617, F.S., as amended from time to time.

6. **DEFINITIONS.** All terms used in these By-Laws shall have the same meanings, to the extent applicable, as set forth in the Articles of Incorporation for the Association, the Declaration of Condominium, and the Florida Condominium Act (Chapter 718, Florida Statutes, 2003), all as amended from time to time.

7. **MEMBERS.**

- 7.1. **Membership.** Membership in the Corporation is limited to record owners of units within the Condominium. Membership is automatically conferred upon acquisition of a condominium unit, as evidenced by the filing of a deed to such unit, or as provided in the Declaration for transfer of membership upon the death of a unit owner. Membership is an incident of ownership, and is not separately transferable. Membership shall terminate upon the transfer of title to a condominium unit, or upon the death of the unit owner, all as provided form in the Declaration.
- 7.2. **Annual Meetings.** The annual members' meeting shall be held at such convenient location in Miami-Dade County, Florida, as may be determined by the Board of Directors. The annual meeting shall be held on the date and time determined by the Board for purpose of electing directors and officers, and transacting any business authorized to be transacted by the members.
- 7.3. **Special Meetings.** Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of written notice from one-third (1/3) of the members of the Association. Members' meetings to recall a member or members of the Board of Directors may be called by 10% of the Voting Interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(k), Florida Statutes (2003), as amended from time to time.
- 7.4. **Notice of Members' Meetings.** Notice of all members' meetings, stating the time, place, and purpose(s) of the meeting, and including an agenda, shall be sent to each unit owner by United States regular mail, unless waived in writing, at least 14 days prior to the meeting as to annual meetings, and posted in a conspicuous place upon the condominium property at least 14 days prior to the meeting. Hand delivery is acceptable where permissible by law. Notices for meetings and for all other purposes shall be mailed to each unit owner at the address last furnished to the Association by the unit owner, and such mailing shall be deemed sufficient notice. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 7.6

next following. An officer of the Association or other person providing notice shall execute an affidavit of mailing per Section 718.112(2)(d)(2), Florida Statutes (2003), as amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a conspicuous location, designated by Board resolution, on the Condominium property.

- 7.5. Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) 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.
- 7.6. Board of Directors Election Meetings- Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting.
 - 7.6.1. There is not quorum requirement necessary for any election. However, at least twenty percent (20%) of the Total Voting Interests of the Association must cast a ballot in order to have a valid election and elections shall be decided by a plurality of those votes cast. Voting for directors by proxy or absentee ballot shall not be permitted.
 - 7.6.2. In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become members of the Board after the annual meeting.
 - 7.6.3. Notice. Not less than 60 days before a scheduled election, the association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each unit owner entitled to a vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the board must give written notice to the association not less than 40 days before a scheduled election. Together with the written notice and agenda as set forth in Section 7.4, above, the association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the association shall include an information sheet, no larger than 8½ inches by 11

inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the association. The association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper. Elections shall be decided by a plurality of those ballots cast. No unit owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid, provided any unit owner who violates this provision may be fined by the association in accordance with the association's governing documents. A unit owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, F.S., may obtain assistance in casting the ballot. The regular election shall occur on the date of the annual meeting.

- 7.7. **Quorum and Voting.** A quorum at members' meetings shall consist of persons entitled to cast a majority of the Voting Interests of the Association. Decisions made by a majority of the voting interests present and voting, in person or by proxy, at a meeting at which a quorum is present shall be binding and sufficient for all purposes except such decisions as may be by Chapter 718, F.S., or the Condominium Documents require a larger percentage in which case the percentage required in Chapter 718, F.S. or the Condominium Documents shall govern. To the extent lawful, unit owners may join in any action taken at a meeting of the members through written approval of such action executed after the meeting, and such approval shall be as though the unit owner duly approved the action of the meeting in question.
- 7.8. **Indivisible Vote.** Each unit shall have on indivisible vote. If a unit is owned by a corporation, any officer may vote on behalf of said corporation. If a unit is owned by a partnership, any partner may vote on behalf of the partnership. If a unit is owned in trust, any grantor or beneficiary of a trust shall be entitled to vote. Any person asserting the right to vote on behalf of a unit owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said unit, unless the unit has filed voting instructions with the Association designating some other person entitled to vote. If multiple owners or non-individual of a unit cannot agree on vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary.
- 7.9 **Proxies.** Votes may be cast in person or by proxy. Only unit owners or Board members may hold proxies. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than, 90 days, and

must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Except as specifically otherwise provided by law, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation and/or By-Laws; and for any other matter which Chapter 718, F.S. requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photo static, facsimile, electronic 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. The use of proxies is to be liberally construed.

- 7.10. No Quorum. If any meeting of members cannot be organized because a quorum is not present, or if insufficient voting interests are represented to approve a proposed item of the Association business, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
- 7.11. Order of Business. The Order of Business at annual members' meetings and, as far as applicable at all other members' meetings, shall be:
 - 7.11.1. Call to order by the President (or Vice President, Secretary, or Treasurer, in that order, if the President is not in attendance at the meeting);
 - 7.11.2. At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or a director);
 - 7.11.3. Appointment by the Chair of inspectors of election;
 - 7.11.4. Election of Directors (who will be seated at the Board's organizational meeting following the annual meeting);
 - 7.11.5. Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof certification and acceptance of

registration procedures establishing the number of persons present in person or by proxy;

7.11.6. Proof of notice of the meeting or waiver of notice;

7.11.7. Disposal of unapproved minutes;

7.11.8. Reports of officers;

7.11.9. Reports of committees;

7.11.10. Unfinished business;

7.11.11. New business;

7.11.12. Adjournment.

7.12. Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of voting interests to approve the action. Members may also consent in writing to action taken at a meeting, before or after the meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

8. BOARD OF DIRECTORS.

8.1. Number, Term, and Qualifications. The affairs of the Association shall be governed by a Board composed of five (5) Directors. All Directors shall be unit owners, or the spouse of a unit owner. When a unit is owned by a corporation, a partnership, or similar entity, the primary occupant and the spouse of the primary occupant shall be eligible for Board membership. A grantor of a trust described in s. 733.707(3), Florida Statutes or a beneficiary as defined in s. 737.303(4)(b), Florida Statutes, and the spouses of such persons, shall be considered eligible for Board membership. No more than one (1) natural person from each unit shall be eligible to stand for election for Board membership, or serve on the Board. Persons who are convicted felons, who have not had their civil rights restored, are not eligible to serve on the Board. The term of each Director's service shall extend until the next annual election and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act, or resigns.

Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

- 8.2. **Board Vacancies.** Vacancies on the Board of Directors or as to an officer's position occur upon the death, resignation, incompetence, termination of membership in the corporation, removal from office, or absence of a Board member or officer from three (3) consecutive meetings of the Board of Directors. Vacancies on the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors, or by the sole remaining Director, for the remainder of the unexpired term as provided herein; provided that when a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board, and when a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.
- 8.3. **Executive Committee.** The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee, to consist of two or more members of the Board, which, to the extent provided in the resolution, shall have and exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have the power to authorize the seal of the corporation to be affixed to all papers which may require it. The Executive Committee shall keep regular minute of its proceedings and report the same to the Board when required.
- 8.4. **Organizational Meeting.** The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting of the members.
- 8.5. **Regular Meetings.** Regular meetings of the Board of Directors may be held as such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, telephone, or facsimile at least two days prior to the day named for such meeting. Such notice, which shall specifically incorporate an identification of agenda items, shall also be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 days to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the

notice and filed among the official records of the association. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

- 8.6. **Special Meetings.** Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than two days' notice of the meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting.
- 8.7. **Waiver of Notice.** Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.
- 8.8. **Owner Participation in Board Meetings.** Meetings of the Board of Directors at which a majority of the members of the Board are present, shall be open to all unit owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of unit owner statements. Unless otherwise provided by the Board, each unit owner is entitled to speak for three minutes with reference to designated agenda items. Board meetings subject to the attorney-client privilege shall not be subject to unit owner observation.
- 8.9. **Board Meetings, Quorum, and Voting.** The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing, by two Board members. A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of the entire Board of Directors present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum or counted as

official vote for the Board's meeting. Directors may participate telephonically in Board meetings, as provided by law.

8.10. **Presiding Officer.** The presiding officer at Directors' meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

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

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

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

9.2. **To Expend Association Funds.** The Directors shall use the proceeds of assessments in the exercise of its powers and duties.

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

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

9.5. **To Make Alterations.** The Directors shall make material alterations or substantial additions to the Common Elements or Association Property as set forth in the Declaration of Condominium.

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

- 9.7. **To Approve Transfers.** The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Condominium, and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the lease of units, the Board may require the posting of a security deposit to protect against damages to the Common Elements or Association Property, in the manner provided by law.
- 9.8. **To Enforce.** The Directors may enforce by legal means the provisions of applicable laws and the Condominium Documents, and to interpret said Condominium Documents, as the final arbiter of their meaning.
- 9.9. **To Contract.** The Directors may contract for management, maintenance and operation of the Condominium and the Association.
- 9.10. **To Insure.** The Directors shall carry insurance for the protection of the Unit Owners and the Association, pursuant to requirements contained in the Declaration of Condominium and Chapter 718 (2003), Florida Statutes, both as amended from time to time.
- 9.11. **To Pay Utility Bills.** The Directors shall pay the cost of all utility services rendered to the Condominium and Association Property not billed to owners of individual units.
- 9.12. **To Pay Taxes.** To pay taxes and assessments which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the units subject to such liens.
- 9.13. **To Hire and Discharge.** The Directors may employ personnel and designate other officers to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.
- 9.14. **To Sue and Be Sued.** The Directors may bring and defend suits.
- 9.15. **To Deal in Real and Personal Property.** The Directors may make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, leases, and other instruments by its officers and to purchase, own, lease, convey, and encumber real and personal property. The Directors may grant easements and licenses over the condominium property necessary or desirable for proper operation of the Condominium.
- 9.16. **To Enter Into Contracts for Products and Services.** All contracts for the purchase, lease, or renting of materials or equipment, contracts which are not to be fully performed within one year, and all contracts for services

shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves), except for contracts with employees of the Association, attorneys, accountants, architects, engineers and landscape architects, and community association managers, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Section any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty days' notice. Materials, equipment, or services provided to a condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section.

- 9.17. To Levy Fines. The Directors may, pursuant to Section 718.303, Florida Statutes (2003) impose fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws by owners, occupants, licensees, tenants, and invitees.
- 9.17.1. A fine may be imposed for each day a continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.
- 9.17.2. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the unit owner listed in the official records of the Association, and as to tenants, to the mailing address for the unit. Said notice shall include:
- 9.17.3. A statement of the date, time, and place of hearing;
- 9.17.4. A statement of the provisions of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations, Board policies and resolutions or laws which have allegedly violated, and
- 9.17.5. A short and plain statement of the matters asserted by the Association.

- 9.17.6. The party against whom the fine may be levied 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 hearing shall be held before a Committee of not less than three (3) unit owners, which unit owners shall not be officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining hearings), at trial, and on appeal. Unit Owners shall be jointly and severally liable for the payments of fines levied against tenants, guests, invitees, or other occupants of a unit.
- 9.18. To Appoint Committees. The Directors may appoint committees and delegate to such committees those powers and duties of the Association as the Board deems advisable. All committees and committee members shall serve at the pleasure of the Board. Committees of the Association, as defined in Section 718.103(6), Florida Statutes (2003), as amended from time to time, shall conduct their affairs in the same manner as provided in these By-Laws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation, unless otherwise directed by the Board of Directors.
- 9.19. To Ensure Fire Safety Compliance. The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units with the applicable Fire and Life Safety Code.
- 9.20. To Approve the Installation of Hurricane Shutters. The Directors shall adopt hurricane shutter specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board, provided that the Board may condition approval upon the unit owner's agreement to execute appropriate documentation regarding same.

- 9.21. To Exercise Emergency Powers. In the event of any "emergency" as defined in Section 9.21.8 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 (2003), as amended from time to time.
- 9.21.1. 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.
- 9.21.2. The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- 9.21.3. 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.
- 9.21.4. 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.
- 9.21.5. The Board may use reserve funds to meet Association needs.
- 9.21.6. 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.
- 9.21.7. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- 9.21.8. 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 subject to:
- 9.21.8.1. a state of emergency declared by local, civil or law enforcement authorities;
- 9.21.8.2. a hurricane warning;

- 9.21.8.3. a partial or complete evacuation order;
- 9.21.8.4. federal or state "disaster area" status;
- 9.21.8.5. 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; or
- 9.21.8.6. an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the unit owners, the condominium property, or association property.

10. OFFICERS.

- 10.1. **Executive Officers.** The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. One Director may hold more than one office except that the President may not simultaneously hold any other office in the Association. Assistant officers need not be Directors.
- 10.2. **President -Powers and Duties.** The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.
- 10.3. **Vice-President –Powers and Duties.** The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
- 10.4. **Secretary –Powers and Duties.** The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly

signed. He shall keep and have custody of the records of the Association, except those of the treasurer. He shall perform all other duties incident to the office of the Secretary of the Association and as may be required by the Directors or the President.

- 10.5. **Treasurer –Powers and Duties.** The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.
- 10.6. **Officers' Compensation.** Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

11. INDEMNIFICATION.

- 11.1. **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, 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 proceedings, 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, conviction, or upon a plea of *noto 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 unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors, and committee members as permitted by Florida law.

- 11.2. **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 Section 6.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him on connection therewith.
- 11.3. **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 Article 6.
- 11.4. **Miscellaneous.** The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, 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.
- 11.5. **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 Article.
- 11.6. **Amendment.** Anything to the contrary herein notwithstanding, the provisions of this Article 6 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.
- 11.7. **Delegation.** To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.
12. **MINUTES AND INSPECTION OF RECORDS.** Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in Section 718.111(2) (2003), as amended from time to time, shall be available for inspection by unit owners and Board members at all reasonable times, provided, however, that the Directors may adopt reasonable rules regarding

the frequency, time, location, notice, and manner of record inspections and any copying.

13. **FISCAL MANAGEMENT.** Shall be in accordance with the following provisions.

- 13.1. **Budget.** The budget shall be adopted by the Board. A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include expenses of security, in-house communications, directors and officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be common expenses under these By-Laws. The proposed budget shall include reserves per Section 718.112(2)(f)2, Florida Statutes (2003), as amended from time to time, the funding of which may be waived or reduced by the owners. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the Voting Interests of the Condominium at a duly called meeting of the Association, or by the written approval of a majority of the Total Voting Interests of the Association. The budget will contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each member as provided in Article 8.2 hereof. If an adopted budget requires assessments against the unit owners in any fiscal or calendar year which exceed 115 percent of the assessments for the preceding year, the Board upon written application of 10 percent of the Total Voting Interests of the Association to the Board, shall call a special meeting of the Unit Owners within 30 days upon not less than 10 days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget requires a vote of not less than a majority vote of the Voting Interests of the Association. The Board may propose a budget to the Unit Owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all the Voting Interests in writing, the budget is adopted. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors goes

into effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipate expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property or Association Property must be excluded from the computation.

- 13.2. **Mailing.** A copy of the proposed annual budget shall be mailed or hand delivered to the Unit Owners not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting.
- 13.3. **Assessments.** The annual shares of the Unit Owners of the Common Expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and shall become delinquent at 2:00 p.m. 10 days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.
- 13.4. **Special Assessments.** Assessments for common expenses which are not provided for and funded in the budget or an amendment to the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such assessments shall be considered shall be posted and mailed to each unit owner as provided in Article 3.4 hereof, except in the event of an emergency. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board, either be returned to the unit owners or applied as a credit towards future assessments.
- 13.5. **Assessment Roll.** The assessments for Common Expenses and Charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a unit's

account may be relied upon for all purposes by any person for whom made.

- 13.6. **Liability for Assessments and Charges.** A Unit Owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and owner's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by abandonment of the unit for which the assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a unit by foreclosure, such mortgagee and its successors and assigns shall be liable for such unit's assessments, charges, or share of the common expenses which became due prior to acquisition of title to the extent permitted by the Florida Condominium Act (2003), as amended from time to time.
- 13.7. **Liens for Assessments.** The unpaid portion of an assessment, including an accelerated assessment which is due, together with all costs, interest, late fees, and reasonable attorney's fees for collection, including appeals, shall be secured by a continuing lien upon the unit.
- 13.8. **Lieu for Charges.** Unpaid Charges 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 unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.
- 13.9. **Collection -Interest; Administrative Late Fee; Application of Payments.** Assessments or charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. The Association may also accelerate all assessments or charges which are accrued, but not yet due, in the manner provided by law. All payments upon account shall be first applied to interest, then the late fee, then any costs and reasonable attorney's fees incurred, and then to the assessment payment first due.

- 13.10. **Collection – Suit.** The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments or charges, or by any other remedy available under the Laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus late fees, interest, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent units and may withhold approval for the sale, lease or other transfer of a unit, or any interest therein, until all past due assessments, charges, interest, late fees, costs, and attorney's fees have been paid in full. The Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien as provided by law.
- 13.11. **Accounts.** All sums collected from assessments or charges shall be credited tot accounts from which shall be paid the expenses for which the respective assessments or charges are made.
- 13.12. **Association Depository.** The Depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation (SIPC), as shall be designated by the Board of Directors. Alternatively, the Association may deposit funds with the brokerage houses or institutions which are members of the National Association of Securities Dealers, Inc., an insured by SIPC or equivalent industry insurance. Principal of association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors.
- 13.13. **Co-mingling of Funds.** All funds shall be maintained separately in the Association's name. No community association manager or business entity whether or not required to be licensed or registered under Section 468.432, Florida Statutes (2003), as amended from time to time, no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes (2003), as amended from time to time, or with those of

any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

- 13.14. **Financial Reports.** A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22, Florida Administrative Code (2003), as amended from time to time, and with Section 718.111(13), Florida Statutes (2003), as amended from time to time.
- 13.15. **Fidelity Bonding.** The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 718.112(2)(j), Florida Statutes (2003), as amended from time to time, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.
14. **PARLIAMENTARY RULES.** Roberts Rule 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 By-Laws 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.
15. **BY-LAW AMENDMENTS.** Amendments to the By-Laws shall be adopted in the following manner.
 - 15.1. **Proposal of Amendments.** An amendment may be proposed by either a majority of the Directors or by twenty-five percent (25%) of the total voting interests of the Association.
 - 15.2. **Adoption of Amendments.** A proposed amendment may be approved and adopted upon the affirmative vote of a majority of the Association's members, present, in person or by proxy, at a duly noticed meeting at which a quorum is attained. Amendments

correcting errors, omissions or scrivener's errors may be executed by the officers of the Association upon Board approval, without need for Association membership vote.

- 15.3. **Effective Date.** An amendment when adopted shall become effective only after being recorded in the Miami-Dade County Public Records according to law.
- 15.4. **Automatic Amendment.** These By-Laws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes (2003) Chapter 617, Florida Statutes (2003) 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 owners, may adopt by majority vote, amendments to these By-Laws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2003), or such other statutes or administrative regulations as required for the operation of the Association.
- 15.5. **Proposed Amendment Format.** Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER _ FOR PRESENT TEXT."

16. DISPUTE RESOLUTION.

- 16.1. **Mandatory Arbitration.** If unresolved, disputes between the Board and unit owners as defined in Section 718.1255(1), Florida Statutes (2003), as amended from time to time, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.
- 16.2. **Unit Owner Inquiries.** When a unit owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the unit owner within 30 days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the

inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten days of receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular unit. In the event of a grievance of a unit owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of 30 days in which to resolve the grievance.

- 16.3. Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a unit owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.
17. MISCELLANEOUS. The following miscellaneous provisions shall apply to these By-Laws and the Condominium Documents.
 - 17.1. Conflicts. The term "Condominium Documents," as use in these By-Laws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these By-Laws, the Rules and Regulations of the Association, the Surveyor's Plat, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:
 - 17.1.1. Declaration of Condominium;
 - 17.1.2. Articles of Incorporation
 - 17.1.3. By-Laws; and
 - 17.1.4. Rules and Regulations.

- 17.2. Gender. The use of the term "he", "she", "his", "her", "hers", "their", "theirs", and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.
- 17.3. Severability. In the event that any provisions of these By-Laws is deemed invalid, the remaining provisions shall be deemed in full force and effect.