

3/2/00

EXHIBIT 1 TO RESOLUTION AMENDING BY-LAWS

SUBSTANTIAL REWORDING OF BY-LAWS. SEE ORIGINAL BY-LAWS FOR PRESENT TEXT.

BY-LAWS
OF
HERITAGE VILLAGE WEST CONDOMINIUM ASSOCIATION, INC.,
A Florida Corporation Not for Profit

ARTICLE I. - IDENTIFICATION

1.1 **Identity:** These are the By-laws of Heritage Village West Condominium Association, Inc., a corporation not for profit organized and existing under the laws of Florida, hereinafter called "Association."

1.2 **Purpose:** The Association has been organized for the purpose of operating a Condominium pursuant to Chapter 718, Florida Statutes, hereinafter called the "Condominium Act." The Condominium to be operated by the Association is Heritage Village West Condominium, recorded in Official Records Book 1041, Page 1904-2, of the Public Records of Manatee County, Florida, as amended, located in Manatee County, Florida, herein called "Condominium." (The Declaration of Condominium may also be recorded in other parts of the Public Records of Manatee County, Florida.)

1.3 **Office:** The office of the Association shall be at 4100 66th Street Circle West, Bradenton, Florida 34209, until otherwise changed by the Board of Directors.

1.4 **Fiscal Year:** The fiscal year of the Association shall be the calendar year (January 1 - December 31).

1.5 **Seal:** The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "corporation not for profit" and the year of incorporation which is 1982.

ARTICLE II. - MEMBERS

2.1 **Qualification:** The members of the Association shall consist of all of the record owners of units in the Condominium operated by the Association.

2.2 **Change of Membership:** Change of membership in the Association shall be established by

3/2/00

(a) recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a change in record title to a unit in the Condominium; (b) the delivery to the Association of a copy of such instrument; and the approval of the Association to such change in ownership as required in the Declaration. Upon the happening of all three such events, the owner established by such instrument shall thereupon become a member of the association, and the membership of the prior owner shall be terminated.

2.2.1 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 member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

2.3 Multiple Owners: When a unit is owned by more than one (1) person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each owner shall be a member of the Association by virtue of being a record owner of an interest in a unit. **LESSEES OF UNITS SHALL NOT BE MEMBERS.** All matters of voting shall, however, be determined on a unit basis, as provided in Article III.

2.4 Restraint Upon Assignment of Membership, Shares and Assets: The membership of a Unit Owner, and the share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

2.5 Evidence of Membership: There shall be no stock or membership certificates in the Association. Membership shall be determined by approved ownership as herein provided.

ARTICLE III - VOTING.

3.1 Voting Rights: The member or members who are the record owners of each Condominium unit shall be collectively entitled to one (1) vote for each such unit in the Condominium. If members own more than one (1) unit, they shall be entitled to one (1) vote for each unit owned. A unit vote may not be divided.

3.2 Voting Procedures: Decisions of the Association shall be made by the owners of a majority

3/2/00

of units represented at a meeting at which a quorum is present, unless a greater percentage is required by the Declaration, the Articles of Incorporation, these By-Laws or the Condominium Act.

3.3 Quorum: A quorum shall exist when the owners of a majority of the units are present, either in person, by designated voting representative or by proxy.

3.4 Designation of Voting Representative: The right to cast the vote attributable to each unit shall be determined, established and limited pursuant to the provisions of this section:

- (a) Single Owner: If the unit is owned by one (1) natural person, that person shall be entitled to cast the vote for his unit.
- (b) Multiple Owners: If a unit is owned by more than one (1) person, either as co-tenants or joint tenants, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners and filed with the Secretary of the Association.
- (c) Life Estate with Remainder Interest: If a unit is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the unit. If the life estate is owned by more than one (1) person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a unit in fee in the same manner as the life tenants own the life estate.
- (d) Corporations: If a unit is owned by a corporation, the officers or employees thereof entitled to cast the vote for the unit shall be designated by a certificate executed by an executive officer of the corporation and attested by the Secretary or an Assistant Secretary, and filed with the Secretary of the Association.
- (e) Partnership: If a unit is owned by a general or limited partnership, the general partner entitled to cast the vote for the unit shall be designated by a certificate executed by all general partners and filed with the Secretary of the Association.
- (f) Trustees: If a unit is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the vote for the unit. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for

3/2/00

the unit by a certificate executed by all trustees and filed with the Secretary of the Association.

- (g) Estates and Guardianships: If a unit is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such unit upon filing with the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship.
 - (h) Tenants by the Entirety: If a unit is owned by a husband and wife as tenants by the entirety, they may designate a voting member in the same manner as other multiple owners. If no certificate designating a voting member is on file with the Association, and only one (1) of the husband and wife is present at a meeting, he or she may cast the vote for their unit without the concurrence of the other owner. If both spouses are present, they may jointly cast the vote for their unit, but they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the unit may still be counted for purposes of a quorum.
 - (i) Limitation: If there has been a change in ownership of a unit, until such change has been approved by the Association as required by the Declaration, the vote attributable to such unit shall not be counted for any purpose.
- 3.5 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 shall be expressed by the same person who would cast the vote of such owner is at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.
- 3.6 Proxies: Votes may be cast in person or by proxy. **USE OF PROXIES SHALL BE IN COMPLIANCE WITH THE CONDOMINIUM ACT.** A proxy shall be in writing and signed by the designated voting representative, or the owner, if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournments thereof. Limited proxies shall be used to:
- (a) Votes taken to waive or reduce reserves pursuant to Section 718.112(2)(f)(2), Florida Statutes.
 - (b) Votes taken to waive financial statement requirements pursuant to Section 718.111(14), Florida Statutes.

3/2/00

- (c) Votes taken to amend the By-Laws or Articles of Incorporation pursuant to Section 718.112(2)(h), Florida Statutes.
- (d) Votes taken to amend the Declaration
- (e) Votes taken on any other matter for which Chapter 718, Florida Statutes, requires or permits a vote of the Unit Owners.

General proxies may be used for matters for which limited proxies are not required. **NO PROXY, LIMITED OR GENERAL, SHALL BE USED IN THE ELECTION OF BOARD MEMBERS. A PROPERLY EXECUTED AND DELIVERED PROXY MAY BE REVOKED BY A WRITING DELIVERED TO THE Secretary** prior to the appointed time of the meeting or any adjournments thereof, of by the attendance, in person, of the persons executing said proxy at any meeting or adjournment

thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

3.7 Method of Voting: Subject to the provisions of the By-Laws, Declaration and Condominium

Act, voting may be by roll call, voice vote or by written ballot; provided that whenever written approval is required, or wherever any amendment to any Condominium document is proposed, or when any improvement, special assessment, election or regulation is put to a vote, the voting shall be by written ballot. Any vote to amend the Declaration relating to a change in percentage of ownership in the common elements or sharing of the common expense shall be by secret ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "yeas" and "nays"; provided that any five (5) voting members, or the chairman, may require a roll call vote.

ARTICLE IV. - MEETING OF MEMBERS

4.1 Annual Meeting: The annual meeting of the members shall be held at a time determined by

the Board of Directors. The annual meeting shall be for the purpose of electing Directors, and transacting any other business authorized to be transacted by the members. At meetings of membership, the President shall preside or, in his/her absence, the Vice President shall preside or, in the absence of both, the membership shall select a chairperson. **MINUTES OF MEETINGS OF ALL MEMBERS SHALL BE KEPT IN A BUSINESSLIKE MANNER AND AVAILABLE FOR INSPECTION AND**

3/2/00

PHOTOCOPYING BY THE MEMBERS AND BOARD MEMBERS AT ALL REASONABLE TIMES, AS PROVIDED BY THE CONDOMINIUM ACT.

4.2 Special Meetings: Special meetings of the members shall be held whenever called by the President, or Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from voting members entitled to cast votes for not fewer than ten (10%) percent of the total number of units in the Condominium, unless a smaller percentage is provided for consideration of particular issues by the Condominium Act.

4.3 Notice of Meetings: Written notice of all members meetings, regular or special, shall be given by the President or Vice President or Secretary of the Association, or other officer of the Association in the absence of such officers, to each member; and such notice shall be written or printed and shall state the time and place and purpose for which the meeting is called. SUCH NOTICE SHALL BE GIVEN TO EACH MEMBER NOT LESS THAN FOURTEEN (14) DAYS NOR MORE THAN SIXTY (60) DAYS PRIOR TO THE DATE SET FOR SUCH MEETING. Unless a Unit Owner waives, in writing, the right to receive notice of the annual meeting by mail, the notice shall be sent by first class mail to each Unit Owner. Additionally, written notice of such meeting shall be posted conspicuously on the Condominium Property at least fourteen (14) days prior thereto. Proof of such mailing shall be given by affidavit of the person giving the notice. Notice of Meeting may be waived before or after meetings.

4.4 Place: Meetings of the Association members shall be held on the Condominium Property or at such other place in Manatee County, Florida, as the Board of Directors may designate in the Notice of Meeting.

4.5 Quorum: A quorum at members meetings shall be obtained by the presence, either in person or by proxy, of persons entitled to cast a majority of the votes of the members. A quorum at members meetings shall consist of persons entitled to cast a majority (51%) of the votes of the entire membership; the acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members except when approval of a greater number of members is required by the Declaration of Condominium, Articles of Incorporation, By-Laws or Condominium Act. If any meeting of members cannot be organized because a quorum was not attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.

4.6 Order of Business: The order of business at annual meetings, and as far as practical at all special meetings, shall be:

- (a) Called to order by President.
- (b) Election of Chairman of the meeting (if necessary).
- (c) Calling of the roll and certifying of the proxies.
- (d) Proof of notice of the meeting or waiver of notice, certify determination of quorum.
- (e) Reading and disposal of any unapproved minutes.
- (f) Member comments.
- (g) Reports of officers.
- (h) Reports of committees.
- (i) Election of Directors.
- (j) Unfinished business.
- (k) New business.
- (l) Announcements.
- (m) Adjournment.

ARTICLE V. - DIRECTORS

5.1 Number: The affairs of the Association shall be managed by a Board of seven (7) Directors.

5.2 Election of Directors: The election of Directors shall be conducted in the following manner:

- (a) Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing Directors, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise, unless provided specifically by the Condominium Act.
- (b) Not less than sixty (60) days before the annual meeting, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing, or delivery to each Unit Owner entitled to vote, a first notice of the date of 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 forty (40) days before the scheduled election.
- (c) Not less than thirty (30) days before the date of the election, 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

3/2/00

provided by such candidate to Association no larger than 8-1/2" x 11", which must be furnished by the candidate not less than thirty-five (35) days before the election to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by such candidates.

- (d) The election shall be decided by a plurality of those ballots cast. There shall be no quorum requirements; however, at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Unit Owner shall permit any other person to vote his ballot. Any such ballots improperly cast shall be deemed invalid. Provided, however, a Unit Owner who needs assistance in casting the ballot for reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting a ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes.
- (e) NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, AN ELECTION AND BALLOTING ARE NOT REQUIRED UNLESS MORE CANDIDATES FILE NOTICES OF INTENT TO RUN OR ARE NOMINATED THAN VACANCIES EXISTING ON THE BOARD.
- (f) The following procedures shall apply in lieu of the Director election procedures under Chapter 718, Florida Statutes:
1. The Board of Directors may appoint a nominating committee to nominate or recommend specific persons for election to the Board, and shall generally recruit and encourage eligible persons to run as candidates for election to the Board.
 2. Any eligible person desiring to be a candidate may submit a self nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.
 3. The ballot prepared for the annual meeting shall list all Director candidates in alphabetical order. Ballots shall be mailed to all voting interests with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting.
 4. There shall be no nominations from the floor on the date of the election.

3/2/00

5. The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.
6. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. The candidates shall automatically be elected and their names announced at the annual meeting.

5.3 Recall of Board Members: Subject to the provisions of Section 718.301, Florida Statutes,

any member of the Board may be recalled and removed from office, with or without cause, by the vote or agreement, in writing, by a majority of all voting interests. A special meeting of the Unit Owners to recall a member or members may be called by ten (10%) percent of the voting interest, giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective immediately, and the recalled member or members of the Board of Directors shall turn over to the Board any and all records of the Association in their possession within seventy-two (72) hours after the meeting. If the vacancy in the Board so created be less than a majority of the Board, the vacancy may be filled by the affirmative vote of the remaining members of the Board. If a majority of the members of the Board are removed, the vacancy shall be filled as provided by law, and rules adopted by the Division of Florida Land Sales.

5.4 Term: The term of each Director's service shall extend for a period of two (2) years

commencing at the annual member's meeting. To assure the continuity of the Board, Directors shall serve staggered terms. To initiate the staggered terms, at the annual members' meeting next following enactment of these By-Laws, the four Directors receiving the highest number of votes will run for two year terms, the other three Directors will serve for one year terms. Thereafter all terms will be for two years. Directors will serve full terms until they are removed or their term terminates as elsewhere provided in these By-Laws, or by law.

5.5 Qualifications: All Directors shall be members of the Association. An officer of any corporate owner and a general partner of any partnership owner shall be deemed members for the purposes of qualifying for election to the Board of Directors. Only one resident per Unit may serve on the Board at the same time.

5.6 Vacancies: Except as otherwise provided herein, if the office of any Director becomes

3/2/00

vacant, whether by reason of death, resignation, retirement, disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of the Director he is replacing. Vacancies following removal of office, pursuant to Section 5.3 shall be filled as therein provided.

5.7 Disqualification and Resignation: Any Director may resign at any time by sending written notice to the Secretary of the Association. Such resignation shall take effect upon receipt by the Secretary, unless otherwise specified in the resignation. Any Director shall be deemed to have resigned if he transfers his unit so that he ceases to be a member of the Association.

5.8 Organization Meeting: The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of its election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

5.9 Regular Meetings: The Board shall establish a schedule of regular meetings to be held at such time and place as the Board may designate.

5.10 Special Meetings: Special Meetings of the Directors may be called by the President and must be called by the Secretary or an Assistant Secretary at the written request of one-third (1/3) of the Directors.

5.11 Notice/Meetings Open: Notice of each regular or special meeting shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the meeting date. All notices shall state the time and place of the meeting, and if a special meeting, the purposes thereof. Any Director may waive notice of a meeting before, during or after the meeting, and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall be deemed a waiver of notice by him. Meetings of the Board and any committee thereof at which a quorum is present shall be open to all Unit Owners. Any Unit Owner may tape record or video tape meetings of the Board. The right to attend such meetings includes the right to speak with reference to all designated agenda items. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the case of an emergency. Any items not included on the notice may be taken up on an emergency basis by at least a majority plus one (1) of the members of the Board. Such emergency action shall be noticed and ratified at the next regular Board meeting.

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 fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) days notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall designate a specific location on the Condominium Property upon which all notices of Board meetings shall be posted. 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.

5.12 Quorum: A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval of a greater number of Directors is required by the Condominium Act, the Declaration or these By-Laws.

5.13 Adjourned Meeting: If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those 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 at any continuation meeting, provided such meeting is duly notices under Section 5.11, hereof.

5.14 Joinder in Meeting by Approval of Minutes: The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes; provided such concurrence shall not be used to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

5.15 Presiding Officer: The presiding officer at Director's meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the Directors present shall designate one of their members to preside.

5.16 Directors' Fees: Directors' fees, if any, shall be determined by the majority vote of all members of the Association.

3/2/00

5.17 Order of Business: The order of business of Directors' meetings shall be:

- (a) Roll Call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Treasurer's report.
- (e) Reports of officers and committees.
- (f) Member comments/correspondence.
- (g) Election of officers, if any.
- (h) Unfinished business.
- (i) New business.
- (j) Announcements.
- (k) Adjournment.

5.18 Executive Committee: Other Committees: The Board of Directors may, by resolution duly

adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common expenses required for the affairs of the Condominium, (b) to determine the assessments payable by the unit owners to meet the common expenses of the Condominium, (c) to adopt or amend any rules and regulations governing the details of the operation and use of the Condominium property, (d) to fill vacancies on the Board of Directors or (e) to borrow money.

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

Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association budget, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the unit owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

3/2/00

ARTICLE VI. - POWERS AND DUTIES OF BOARD OF DIRECTORS

The Board of Directors shall have all powers, authority, discretion and duties necessary for the administration of the Association and operation of the Condominium, except as may be reserved or granted to the Unit Owners by the Declaration, Articles of Incorporation, these By-Laws or the Condominium Act. The powers of the Board shall include, but shall not be limited to, the following:

- 6.1 **General Powers:** All powers specifically set forth in the Declaration, Articles of Incorporation and these By-Laws, and in the Condominium Act, and all powers incident thereto or reasonably to be inferred therefrom.
- 6.2 **Enforcement and Fines:** The Board of Directors shall enforce by legal means, provisions of the Condominium Act, Declaration of Condominium, the Articles of Incorporation, the By-Laws and Rules and Regulations for the use of the property of the Condominium. In the event that the Board of Directors determines that an owner of a unit or its occupant, licensee or invitee is in violation of any of the provisions of the Condominium Act, the Declaration, By-Laws, Articles or Rules and Regulations, the Board may levy a reasonable fine of a sum not exceeding \$100.00 per violation against the Unit Owner. Each day during which the violation continues shall be deemed a separate violation, provided no such fine shall exceed in the aggregate, \$1,000.00. Before levy of any fine, a defaulting Unit Owner, and, if applicable, its violating licensee or invitee shall be entitled to a hearing before a committee of three (3) Unit Owners other than members of the Board, upon reasonable written notice of not fewer than three (3) days which includes a statement of the date, time and place of the hearing, the alleged violation, and the Association's assertions. If the committee determines that a fine should not be levied, then the Board shall not have the right to levy any fine. No fine will become a lien against a unit. If the Board is required to take legal action to collect any fine, then the Association shall be entitled to recover its reasonable attorney's fees and costs at both trial and appellate levels.
- 6.3 **Budget and Assessments:** To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Declaration, By-Laws and Condominium Act.
- 6.4 **Employment:** To employ, dismiss, control and contract for personnel and contractors for the

3/2/00

administration of the Association and operation of the Condominium, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

6.5 Rules and Regulations: To adopt, amend and rescind reasonable rules and regulations

relating to the administration of the Association and operation and use the Condominium Property, subject to the Declaration, By-Laws and Condominium Act. No rule may be adopted by the Board without first providing thirty (30) day written notice to the Unit Owners which notice shall include the full text of any proposed rule. Provided, however, that any rules or regulations adopted by the Board may be supplemented, amended or rescinded by affirmative vote of the owners of not less than two-thirds (51%) of the units in the Condominium.

6.6 Committees: To create and disband such committees as the Board may from time to time

determine as reasonably necessary or useful in and about the administration of the Association and operation of the Condominium, and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Declaration, Articles of Incorporation, By-Laws and Condominium Act. All committees of the Association shall keep records and conduct meetings in the same manner, to the extent applicable, as is required by the Board of Directors. Nothing contained herein shall restrict the authority of the Unit Owners to create, elect and disband such committees, or from modifying the duties and responsibilities of such committees. Any such action of the unit owners shall not be amended or rescinded except by the Unit Owners. Nothing contained herein shall be deemed to restrict the authority of the President of the Association from appointing advisory committees not inconsistent with committees created by the Board of Directors and the Unit Owners.

6.7 Record of Mortgages: The Board of Directors shall maintain a book, or other written record,

of all holders of mortgages upon each unit. The holder of each mortgage shall be designated as either an "Institutional Mortgagee" or not, as the case may be. Each Unit Owner must notify the Association of any mortgage on his unit, and the name and address of the mortgagee, within five (5) days after executing and delivering a mortgage on his unit.

6.8 Correspondence to the Board: All correspondence received by members of the Board shall

be noted by the Chairman of the Board at Board meetings and made part of the official records of the Association and copies attached to the minutes.

3/2/00

6.9 Emergency Board Powers: In the event of any “emergency” as defined in Section 7(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 actions are lawful in accordance with these emergency By-Laws shall incur no liability for doing so, except in the case of the willful misconduct.
- (f) These emergency By-Laws shall supersede any inconsistent or contrary provisions of the By-Laws during the period of the emergency.
- (g) For purposes of the 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.

3/2/00

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 terrorism, or other similar event. A determination by any two (2) directors, or by the President, that an emergency exists shall have presumptive quality.

ARTICLE VII. - OFFICERS

- 7.1 Officers and Election: The officers of the Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer, Secretary and such other officers as may be determined from time to time by the Board, all of whom shall be elected annually by the Board of Directors, and may be pre-emptorily removed for just cause by a majority vote of Directors at any meeting. All officers shall be Directors. No person shall hold two offices at one time. The Board of Directors shall designate the powers and duties of such officers as it may create.
- 7.2 President: The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of President of an Association; including but not limited to the power to appoint advisory committees from time to time, from among the members or others as he or she may in his or her discretion determine appropriate, to assist in the conduct of the affairs of the Association. The President shall serve as Chairman at all Board and Membership meetings.
- 7.3 Vice President: The Vice President shall, in the absence or disability of the President exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
- 7.4 Secretary and Assistant Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving and serving of all notices to the members and Directors, and other notices required by law and the Condominium documents. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties of the Secretary, when the

3/2/00

Secretary is absent. The minutes of all meetings of the members and the Board of Directors shall be kept in books available for inspection and photocopying by members, or their authorized representatives, and Board members at any reasonable time. All such records shall be retained for not less than seven (7) years.

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

7.6 Compensation: The compensation of all employees of the Association shall be fixed by the Directors.

7.7 Term: All officers shall hold office until their successors are chosen and qualify.

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

ARTICLE VIII. - FISCAL MANAGEMENT

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

8.1 Accounting: Receipts and expenditures of the Association shall be credited and charged to accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be common expenses:

- (a) Current Expenses: Current expenses shall include all receipts and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or betterments. The balance in this fund at the end of each year shall be applied to reduce the assessment for current expenses for the succeeding year or to fund reserves. The current expense classification shall be detailed and shall include, but not be limited to, the following subclassifications where applicable:
- (i) Administration of the Association.
 - (ii) Management fees.
 - (iii) Maintenance.
 - (iv) Rent for recreational and other commonly used facilities.
 - (v) Taxes upon Association property.
 - (vi) Taxes upon leased areas.
 - (vii) Insurance.
 - (viii) Security provisions.
 - (ix) Other expenses.
 - (x) Operating capital.
 - (xi) Fees payable to the Division of Florida Land Sales and Condominiums.
- (b) Reserves for Deferred Maintenance: Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost or deferred maintenance expense for each reserve item. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. This subsection does not apply to budgets in which the members of the Association have, by vote of a majority of the members present at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than required by this subsection. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures unless their use for other purposes is approved in advance

3/2/00

by a vote of a majority of all voting interest at a duly called meeting of the Unit Owners.

- (c) Reserve for Capital Expenditures and Replacement: Reserve for capital expenditures and replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
- (d) Betterments: Reserves for betterments shall be used for capital expenditures for betterments as herein defined. Reserves for betterments shall be budgeted within the sole discretion of the Board of Directors. Betterments shall not exceed 2.5% of the annual budget. The use of such funds must be shown as in itemized line item in the annual budget and can be used only for this line item. Such monies budgeted but not used must be carried forward as a surplus into the following year's budget and utilized to reduce the annual assessment of all Unit Owners.
- (e) Additional Accounts: The Board may establish additional accounts for specifically authorized improvements, or other categories consistent with accepted accounting practices.
- (f) Operating Reserves. The Board may establish one or more additional reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spend for any purpose approved by the Board.

8.2 Budget: The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and funds for required reserves, and may provide for specifically proposed betterments and approved improvements.

8.3 Procedure: The Board of Directors shall adopt a budget in accordance with the Condominium Act, as same may be amended from time to time. THE BOARD SHALL MAIL A MEETING NOTICE AND COPIES OF THE PROPOSED ANNUAL BUDGET OR COMMON EXPENSES TO THE UNIT OWNERS NO LESS THAN FOURTEEN (14) DAYS PRIOR TO THE MEETING AT WHICH THE BUDGET WILL BE CONSIDERED. If the proposed budget requires assessments against Unit Owners in any fiscal or calendar year of One-Hundred Fifteen (115%) percent of the assessments for the preceding year, then the Board, alone, may adopt said budget;

however, the Unit Owners shall be given written notice of the time and place of the meeting of the Board which meeting shall be open to all Unit Owners. If an adopted budget requires assessments against the Unit Owners in any fiscal or calendar year which exceed One-Hundred Fifteen (115%) percent of the assessments for the preceding year, then the Board, upon written application of ten (10%) percent of the voting interest, shall call a special meeting of Unit Owners within thirty (30) days upon not less than ten (10) days written notice to each Unit Owner. Adoption of the budget shall require a vote of not less than a majority vote of all voting interests. 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 voting interests in writing, the budget shall be 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 shall go into effect as scheduled. In determining whether assessments exceed One-Hundred Fifteen (115%) percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of Condominium Property, anticipated 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 shall be excluded from the computation.

8.4 Betterments: Betterment shall mean and include the acquisition of tangible personal property by the Association for the benefit of the Association and its members, and shall also include the acquisition, installation and construction of things, as well as the performance of work, the result of which shall improve or enhance the value of the common elements or its use by the Condominium residents. Betterments shall not require increased maintenance to the extent that they will have a substantial impact on common expenses. Betterments shall be of a lesser magnitude than improvements and shall not exceed 2.5% of the annual budget.

8.5 Assessments: Annual Regular Assessments against a Unit Owner for his share of the items of the budget shall be made in advance on or before December 20, preceding the year for which the assessment is made. Such assessment shall be due not less frequently than quarterly, as determined by the Board. If an Annual Regular Assessment is not made as required, a Regular Assessment shall be presumed to have been made in the amount of the last prior Regular Assessment and monthly payments thereon shall be due from the 1st day of each month until changed by an amended assessment. In the event the Annual Regular Assessment proves to be insufficient, the budget may be amended at any time by the Board and a Supplementary Assessment levied. The Supplementary Assessment shall be due on the 1st day of the month next following the month in which the Supplementary Assessment is made or as otherwise provided by the Board of Directors. The first Regular

3/2/00

Assessment shall be determined by the Board of Directors of the Association. Other assessments may be made from time to time by the Board with Association approval where required. Notice of Supplementary and Improvement Assessments not previously approved by the Unit Owners shall be given to the Unit Owners. Unit Owners may request a special meeting to reconsider such assessment by filing a request therefor in accordance with Section 4.2 of these By-Laws. Such request shall be filed within fifteen (15) days of mailing or delivery of the notice of such assessment. At any such special meeting called pursuant hereto, if the proposed Improvement or Supplementary Assessment is not approved by the owners of the requisite number of units in accordance with these By-Laws, then such assessment shall not go into effect until and unless the proposed assessment is approved in accordance with these By-Laws. In such event the assessment may be levied only in such form and amount as may be properly approved. Nothing contained herein shall prohibit the Board of Directors from levying a Supplementary Assessment for any bona fide emergency common expense that cannot be paid from the approved Regular Assessments and approved Supplementary Assessments or appropriate reserve funds.

8.6 Acceleration of Assessments: Upon default in payment, the Board may elect to accelerate remaining installments of assessments. Such assessments shall stand accelerated ten (10) days after delivery or receipt of such notice to or by the delinquent Unit Owner, or twenty (20) days after mailing of such notice by certified or registered mail, whichever first occurs, provided no assessment may be accelerated for more than the maximum time permitted by the Condominium Act.

8.7 Expenditures: All funds of the Association shall be expended only upon authorization of the Board of Directors. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Funds derived from Improvement, Special or Service Assessments and funds in reserves shall be expended solely for the purpose for which such assessment was made or reserve established. Contingency funds may be expended for any legitimate purpose by action of the Board.

8.8 Depository: The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the Board of Directors. Funds of the Association may be co-mingled or kept in separate accounts, but any such co-mingling shall not alter the accounting designated pursuant to Section 8.1 hereof.

8.9 Audit: A report of the accounts of the Association shall be made annually by the Board, and

a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made. At year end a compilation/review shall be made by an accounting firm of the Board's choice..

8.10 Fidelity Bonds: Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for the Association's funds. The amounts of such bonds shall be determined by the Board, not to be less than minimum amounts established by the Condominium Act, as it may be amended from time to time. The premiums on such bonds shall be paid by the Association as a common expense.

8.11 Reserve Account Trustees. Within sixty (60) days after the date of the annual meeting, the Board shall by not less than the affirmative vote of five out of the seven Directors, appoint two or three Unit Owners to serve as Trustees to the Association for the purpose of administering expenditure of reserve account funds and shall be Unit Owners in good standing with the Association, shall be bonded, and shall serve at the pleasure of the Board, and may be removed or replaced by the affirmative vote of five (5) out of seven (7) Board members or a majority of all Unit Owners. The Trustees shall meet at Board to be present for the Trustees to conduct business and make decisions regarding expenditure of reserve or insurance funds. The Trustees shall also serve as an advisory committee to the Board regarding investment of reserve funds.

ARTICLE IX. - PARLIAMENTARY RULES

Roberts Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association, the Board of Directors, Reserve Account Trustees and committees of the Association when not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

ARTICLE X. - TRANSFER OF UNITS

(a) The Board of Directors of the Association is empowered to approve or disapprove of transferees, lessees of Condominium units and the Board shall make reasonable rules, regulations and standards consistent with the Declaration, governing the approval or disapproval of transferees, lessees in the Condominium, which regulations and standards shall be designed to maintain a quality community. However, no person shall be denied the right to purchase or lease a unit because of race, religion, sex, national origin or other class or category protected by valid state or federal law.

(b) Roster of Unit Owners. Each unit owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall

3/2/00

maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only unit owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.

Each Unit Owner must notify the Association of any mortgage on his or her unit, and the name and address of the mortgagee, within five (5) days after executing and delivering a mortgage on his or her unit.

ARTICLE XI - AMENDMENT

Amendments to these By-Laws shall be proposed and adopted in the following manner:

- (a) Amendments to these By-Laws may be proposed by a majority of the Board of Directors or upon vote of a majority of the Unit Owners, whether meeting as members or by proxy, in writing, signed by them by not less than 20%. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- (b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than fourteen (14) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written notice of such meeting in the same form and in the same manner as the notice of a special meeting of the members as herein set forth.
- (c) In order for such amendment or amendments to become effective, the same shall be approved by a majority (51%) of the total number of votes of the entire membership of the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed and certified by the President and Secretary of the Association.
- (d) At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

3/2/00

- (e) Notwithstanding anything to the contrary contained herein, no amendment shall discriminate against any Unit Owner unless the Unit Owners so affected consent.
- (f) The notice of a proposed amendment shall contain the full text of the By-Law to be amended, new words shall be inserted in the text, underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

“SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW FOR PRESENT TEXT.) Nonmaterial errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.”

- (g) A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by an officer of the Association with the formalities of a deed. All amendments shall be recorded in the Public Records of Manatee County, Florida.
- (h) **Mandatory Arbitration of Disputes.** Prior to commencing litigation, unresolved disputes between the Board and unit owners as defined in Section 718.1255(1), Florida Statutes, must be submitted to arbitration or mediation as provided in the Condominium Act. This provision shall be in effect only so long as the Condominium Act mandates such proceedings.

ARTICLE XII - MISCELLANEOUS

The provisions of these By-Laws shall be construed together with the Declaration of Condominium and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the provisions of the Declaration, the provisions of the Declaration shall control. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to operate the Condominium. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the plural shall include the singular and singular shall include the plural.

The foregoing was adopted as the By-Laws of the Association at the meeting of the Board of Directors on the 19 day of May, 2000.

Phyllis Lewis Little

Secretary

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
KEVIN L. EDWARDS, ESQ.
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236

**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED
BYLAWS
OF
HERITAGE VILLAGE WEST CONDOMINIUM ASSOCIATION, INC.**

The undersigned officers of Heritage Village West Condominium Association, Inc., a not for profit Florida corporation organized and existing to operate and maintain Heritage Village West Condominium according to the Declaration of Condominium thereof as originally recorded in O.R. Book 1041, page 1904, et seq. of the Public Records of Manatee County, Florida, as amended, hereby certify that the following amendment to the Amended and Restated Bylaws were duly adopted in the manner provided in the governing documents of the Association at a duly convened membership meeting held on November 5, 2005. The undersigned further certify that the amendments were proposed and adopted in accordance with the condominium documentation, and applicable law.

(Additions indicated by underlining, deletions by ~~strike-through~~)

1. Amendment to Article I ("Identification"), of the Bylaws, Section (1.4) to read as follows:

(1.4) The fiscal year of the Association shall be from April 1 to March 31. ~~The fiscal year of the Association shall be the calendar year (January 1—December 31).~~

(All other Bylaw provisions shall remain unchanged.)

HERITAGE VILLAGE WEST CONDOMINIUM
ASSOCIATION, INC.

Robert S. Reneau
Witness Signature

ROBERT E. RENEAU
Printed Name

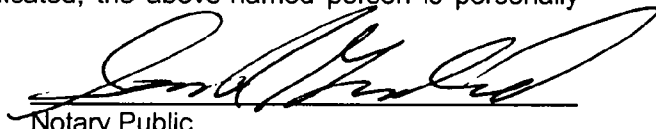
John Monahan
Witness Signature

JOHN MCMAHON
Printed Name

BY: [Signature] 2/16/06
President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 16 day of February, 2006 by Garland Walker, as President of HERITAGE VILLAGE WEST CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.



Notary Public _____
Printed Name _____
State of Florida _____
My Commission Expires _____

SAR_DB: 133226_1

