

This instrument prepared by:  
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712 Shamrock Blvd.  
Venice, FL 34293

AMENDED AND RESTATED

BYLAWS

OF

PINE RUN ASSOCIATION, INC.

"A corporation not for profit under the laws of the State of Florida"

1       **WHEREAS**, the original Declaration of Condominium of PINE RUN, a condominium,  
2       was recorded in Official Records Book 1383, Page 0951, et seq.; the original Declaration  
3       of Condominium of PINE RUN, SECTION II, a condominium, was recorded in Official  
4       Records Book 1333, Page 0403, et seq.; the original Declaration of Condominium of PINE  
5       RUN, III, a condominium, was recorded in Official Records Book 1383, Page 905, et seq.,  
6       all of the Public Records of Sarasota County, Florida (Declarations of Condominium), and  
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8       **WHEREAS**, there have been several amendments to the Bylaws as reflected by  
9       instruments recorded in the Public Records, and  
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11       **WHEREAS**, a significant package of amendments was recently approved by an  
12       affirmative vote of not less than 75% of the total voting interests of the entire membership  
13       of the Board of Directors and not less than 75% of the entire voting interests of the  
14       Association, or not less than 80% of the entire voting interests of the Association at a duly  
15       convened members' meeting held on the 4<sup>th</sup> day of February, 2014, as required by  
16       the Bylaws.  
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18       **NOW, THEREFORE**, PINE RUN ASSOCIATION, INC., does hereby amend and  
19       restate the Bylaws of PINE RUN ASSOCIATION, INC., for the purpose of integrating all  
20       of the provisions of the Bylaws, together with previously recorded amendments, and  
21       recently adopted amendments.  
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23       **(Substantial Rewrite of the Bylaws. See the Original Bylaws and**  
24       **Prior Amendments for Current Text.)**  
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ARTICLE 1  
IDENTITY

These are the Bylaws of PINE RUN ASSOCIATION, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on October 10, 1973. The Association has been organized for the purpose of administering three condominiums pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these Bylaws, which condominiums are identified by the names PINE RUN, PINE RUN, SECTION II and PINE RUN, SECTION III. These three condominiums are located upon certain lands in Sarasota County, Florida.

1.1 Office. The office of the Association shall be at 300 Blackburn Point Road, Sarasota, Florida.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 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, an impression of which is as follows:

ARTICLE 2  
MEMBERS' MEETINGS

2.1 Annual Members' Meeting. The annual members' meeting shall be held at the office of the corporation at 7:00 o'clock p.m. E.S.T. on the first Tuesday of February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday. The members shall meet at least once in each calendar year.

2.2 Special Members' Meeting. Special members' meetings 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 members entitled to cast one-third of the votes of the entire membership. A special members' meeting to recall a member or members of the Board may be called by at least ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, which notice must state the purpose of the meeting. Special meetings as regard budgetary matters shall be called as required by Chapter 718, Florida Statutes. No other business may come before the membership at a special members' meeting other than as stated on the agenda for the meeting.

2.3 Meeting Notice. Notice of all members' meetings stating the time, date, place, identification of agenda items and the objects for which the meeting is called shall be given by the President, Vice President or Secretary unless waived in writing. Such

1 notice shall be in writing to each member at his address as it appears on the books of the  
2 Association and shall be mailed not less than fourteen (14) days nor more than sixty (60)  
3 days prior to the date of the meeting. Notice may also be provided by electronic  
4 transmission so long as the unit owner provides the Association with a signed written  
5 consent to receive notice by this method. Each member bears the responsibility of  
6 notifying the Association of any change of address. Proof of such mailing shall be given  
7 by the affidavit of the person giving the notice. Notice will also be given by posting a copy  
8 of such notice at a conspicuous place on the condominium property at least 14 continuous  
9 days prior to the date of the meeting. Notice of specific meetings may be waived before  
10 or after the meeting and the attendance of any member shall constitute such member's  
11 waiver of notice of such meeting, except when attendance is for the express purpose of  
12 objecting at the beginning of the meeting to the transaction of business because the  
13 meeting is not lawfully called.  
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15       2.4 Quorum. A quorum at members' meetings shall consist of persons entitled  
16 to cast a majority of the votes of the entire membership. The acts approved by a majority  
17 of the votes present at a meeting at which a quorum is present shall constitute the acts of  
18 the members, except when approval by a greater number of members is required by the  
19 Declarations of Condominium, the Articles of Incorporation or these Bylaws. Any unit  
20 owned by the Association shall not be considered for purposes of establishment of a  
21 quorum, casting a ballot in the election of directors, voting, or for providing a consent.  
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23       2.5 Voting.

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25       (a) In any members' meeting, unit owners shall be entitled to cast one vote  
26 for each unit, unless the decision to be made is elsewhere required to be determined in  
27 another manner.  
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29       (b) The total number of votes ("voting interests") is equal to the total number  
30 of units in each of the three condominiums.  
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32       (c) The right to vote may be denied if there remains unpaid assessments  
33 delinquent for 90 days or more from their due date.  
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35       (d) The vote of the owners of a unit owned by more than one (1) person or  
36 by a corporation or other entity shall be cast by the person named in a certificate signed  
37 by all of the owners of the unit and filed with the Secretary of the Association. Such  
38 certificate shall be valid until revoked by a subsequent certificate. If such a certificate is  
39 not on file, the owner in attendance at the meeting shall cast the vote or if more than one  
40 owner is in attendance, the owner designated by those in attendance shall cast the vote.  
41 The vote of a unit is not divisible. If one natural person owns a unit, individually or as  
42 trustee, his right to vote shall be established by the record title to the unit. If two or more  
43 persons own a unit jointly, that unit's vote may be cast by any of the owners. If two or more  
44 unit owners do not agree among themselves how their one vote shall be cast, that vote  
45 shall not be counted. If the unit owner is a corporation, the President or Vice President of

1 the corporation may cast the vote of that unit. If a unit is owned by a partnership, any  
2 general partner may cast its vote.  
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4       2.6 Proxies. Votes may be cast in person or by proxy. Unit owners shall not  
5 vote by general proxy but may vote by limited proxy except as provided for in the  
6 Condominium Act. Any person who has reached his majority may be named a proxy. A  
7 person named a proxy need not be a unit owner. A proxy may be made by any person  
8 entitled to vote and shall be valid only for the particular meeting designated in the proxy  
9 and must be filed with the Secretary before the appointed time of the meeting or any  
10 adjournment of the meeting. In no event shall any proxy be valid for a period longer than  
11 90 days after the date of the first meeting for which it was given. Every proxy shall be  
12 revocable at any time at the pleasure of the person executing it. An executed  
13 photographic, photo static, facsimile, e-mail or equivalent reproduction of a proxy is a  
14 sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a  
15 statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his  
16 or her proxy.  
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18       Limited proxies and general proxies may be used to establish a quorum. Limited  
19 proxies shall be used for votes taken to waive or reduce reserves; to waive financial  
20 statement requirements; to amend the Declarations; to amend the Articles of Incorporation  
21 or Bylaws; and for any other matter for which the Condominium Act requires or permits a  
22 vote of the unit owners. Proxies shall in no event be used in electing the Board of  
23 Directors.  
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25       2.7 Adjourned meetings. If any members' meeting cannot be organized  
26 because a quorum has not attended, the members who are present, either in person or by  
27 proxy, may adjourn the meeting from time to time until a quorum is present. Notice of the  
28 newly scheduled meeting need not be given in the manner required for the giving of notice  
29 of a meeting so long as the time, date and place of the reconvened meeting is announced  
30 at the adjourned meeting.  
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32       2.8 Order of Business. The order of business at annual members' meetings and  
33 as far as practical at other members' meetings, shall be:  
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- 35       (a) Call for ballots not yet cast to be collected;
- 36       (b) Election of Directors;
- 37       (c) Election of inspectors of election;
- 38       (d) Election of Chairman of the meeting;
- 39       (e) Calling of the roll and certifying of proxies;
- 40       (f) Proof of notice of meeting or waiver of notice;
- 41       (g) Reading and disposal of any unapproved minutes;
- 42       (h) Reports of officers;
- 43       (i) Reports of committees;
- 44       (j) Unfinished business;
- 45       (k) New business; and
- 46       (l) Adjournment.

1       Such order may be waived in whole or in part at the direction of the President or the  
2 Chairperson.  
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4       2.9 Minutes of Meeting. The minutes of all members' meetings shall be kept  
5 available for inspection by unit owners or their authorized representatives at any  
6 reasonable time. The Association shall retain these minutes for a period of not less than  
7 seven years. Minutes for each meeting must be reduced to written form within thirty (30)  
8 days after the meeting date.  
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10       2.10 Action Without a Meeting. Anything to the contrary herein notwithstanding,  
11 to the extent lawful, any action required or permitted to be taken at any annual or special  
12 members' meeting may be taken without a meeting, provided the Association mails or  
13 delivers a letter or similar communication to each owner that explains the proposed action.  
14 The communication shall include a form of consent to permit each owner to consent to the  
15 proposed action, and instructions on consent procedures. The Association may proceed  
16 with the proposed action without further notice and without a vote at a membership meeting  
17 providing consents in writing, setting forth the action so taken, shall be signed by the  
18 members having not less than the minimum number of votes that would be necessary to  
19 authorize or take such action at a meeting of members at which a quorum of members  
20 entitled to vote thereon were present and voted. If the requisite number of written consents  
21 are received by the Secretary within sixty (60) days after the earliest date which appears  
22 on any of the consent forms received, the proposed action so authorized shall be of full  
23 force and effect as if the action had been approved by vote of the members at a members'  
24 meeting held on the sixtieth (60th) day. Within ten (10) days after obtaining such  
25 authorization by written consent, notice must be given to members who have not  
26 consented in writing. The notice shall fairly summarize the material features of the  
27 authorized action. Members may also consent in writing to actions taken at a meeting by  
28 providing a written statement to that effect and their vote shall be fully counted as though  
29 they had attended the meeting.  
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31       2.11 Unit Owner Rights. Unit owners shall have the right:  
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33       (a) To participate in members' meetings with reference to all designated  
34 agenda items. However, the Association may adopt reasonable Rules governing the  
35 frequency, duration and manner of unit owner participation. A unit owner does not have  
36 the right to speak with respect to items not specifically designated on the agenda; however,  
37 the Board may permit a unit owner to speak on such items.  
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39       (b) To tape, record or videotape a meeting of the unit owners subject  
40 to rules as promulgated by the Board of Directors.  
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42       (c) To place an item on the agenda for a Board of Director meeting by  
43 presenting the Board with a petition signed by not less than twenty (20%) percent of the  
44 voting interest. The Board shall hold a Board meeting within sixty (60) days of receipt of  
45 the petition and place the item for discussion on the agenda of that Board meeting.  
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ARTICLE 3  
DIRECTORS

3.1 Membership. The affairs of the Association shall be managed by a Board of not less than five nor more than seven directors, the exact number to be determined by the Board at a properly held Board meeting held at least sixty (60) days prior to the next election of directors. All directors shall be members of the Association or the spouse/significant other of a member. Co-owners of a unit may not serve as directors at the same time unless they own more than one unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy.

3.2 Election of Directors. Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) Election of directors shall be conducted in the manner outlined in Chapter 718.112, F.S., and the Florida Administrative Code.

(c) The election shall be by a ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

3.3 Staggered Board Terms. The term of each director's service shall be for two year terms which are staggered so that in even numbered years two (2) to four (4) directors, as the case may be are elected in odd numbered years three (3) directors are elected.

However, the Board of Directors has the authority to temporarily assign a one year term to one or more director positions if necessary to re-implement a scheme of staggering the Board to promote continuity of leadership.

3.4 Director Certification. Within ninety (90) days after being elected or appointed to the Board, each newly elected or appointed director shall certify in writing to the Secretary of the Association that he has read the Declarations of Condominium, the Association's Articles of Incorporation, Bylaws, and current written policies; that he will work to uphold such documents and policies to the best of his ability; and that he will faithfully discharge his fiduciary responsibility to the Association's members. In lieu of this written certification, within ninety (90) days after being elected or appointed to the Board, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved condominium education provider within 1 year before or 90 days after the date of election or appointment. The written certification or educational certificate is valid and does not have to be resubmitted as long as the director serves on the board without interruption. A

1 director who fails to timely file the written certification or educational certificate is  
2 suspended from service on the Board until he complies with this sub-subparagraph.

3 3.5 Organizational Board Meeting. The organization meeting of a newly-elected  
4 Board of Directors shall be held within ten (10) days of their election at such place and time  
5 as shall be fixed by the directors at the meeting at which they were elected, and no further  
6 notice of the organization meeting shall be necessary.

7 3.6 Regular Board Meetings. Regular Board of Directors' meetings may be held  
8 at such time and place as shall be determined, from time to time, by a majority of the  
9 directors. Notice of regular meetings (except for any such meeting at which the adoption  
10 of the annual budget is to be considered) shall be given to each director, personally or by  
11 mail, telephone, electronic transmission, facsimile, or telegraph, at least two (2) days prior  
12 to the day named for such meeting.

13 3.7 Special Board Meetings. Special Board of Directors' meetings may be called  
14 by the President and must be called by the Secretary at the written request of one-third of  
15 the directors. Notice of special meetings (except for any such meeting at which the  
16 adoption of the annual budget is to be considered and except for an emergency) shall be  
17 given personally or by mail, telephone, electronic transmission, facsimile, or telegraph, at  
18 least two (2) days prior to the day named for such meeting, which notice shall state the  
19 time, place and purpose of the meeting. No other business may be conducted at this  
20 special Board meeting, except as provided for on the meeting notice.

21 3.8 Waiver of Notice. Any director may waive notice of a meeting before or after  
22 the meeting and such waiver shall be deemed equivalent to the giving of notice to such  
23 director.

24 3.9 Quorum. A quorum at Board of Directors' meetings shall consist of a majority  
25 of the entire Board. The acts approved by a majority of those present at a meeting at  
26 which a quorum is present shall constitute the acts of the Board of Directors, except when  
27 approval by a greater number of directors is required by the Declarations of Condominium,  
28 the Articles of Incorporation or these Bylaws.

29 3.10 Adjourned Meetings. If at any meeting of the Board of Directors there be less  
30 than a quorum present, the majority of those present may adjourn the meeting from time  
31 to time until a quorum is present. Notice of the newly scheduled meeting need not be  
32 given in the manner required for the giving of notice of a meeting so long as the time, date  
33 and place of the reconvened meeting is announced at the adjourned meeting.

34 3.11 Presiding Officer at Board Meeting. The presiding officer of directors'  
35 meetings shall be the Chairman of the Board, if such an officer has been elected; and if  
36 none, the President shall preside. In the absence of the presiding officer, the directors  
37 present shall designate one of their number to preside.

38 3.12 Order of Board Business. The order of business at Board of Directors'  
39 meetings shall be:

- 40 (a) Calling of roll;  
41 (b) Proof of due notice of meeting;

- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;
- (g) New business; and
- (h) Adjournment.

3.13 Compensation. Neither directors nor officers shall receive compensation for their services as such.

3.14 Removal of Directors. Any director may be removed by the concurrence of majority of the votes of the entire membership at a special members' meeting called for that purpose, or by a written agreement. The vacancy in the Board of Directors so created shall be filled by vote of the members of the Association at the members' meeting, if one is called. The question shall be determined separately as to each director to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. A written agreement for recall of a director shall not be valid for more than 120 days after it has been signed by the member.

3.15 Abandonment of Director's Position. A director who is more than ninety (90) days delinquent in the payment of regular or special assessments shall be deemed to have abandoned his position as director and the Board of Directors shall notify the director that his director term is concluded and it shall fill this vacancy as otherwise provided for in this Article as a vacant Board position.

3.16 Vacancy and Replacement. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special Board meeting duly called for this purpose, shall choose a successor, who shall hold office for the unexpired term in respect to which such vacancy occurred.

3.17 Limitation on Powers. No director has the power or authority to enter into contracts or financial agreements binding upon the Association, unless such action was authorized by prior vote of the Board of Directors. Any director who does bind the Association without prior Board authority shall be liable for all fees, costs and expenses associated with the unauthorized act.

3.18 Unit Owner's Rights. Unit owners have the right:

(a) To attend all Board of Directors' and any committee meetings thereof at which a quorum of the committee members are present. A unit owner does not have the right to speak with respect to items not specifically designated on the agenda; however, the Board may permit a unit owner to speak on such items. The Association may adopt



1 reasonable Rules governing the frequency, duration and manner of unit owner statements  
2 at Board and committee meetings.

3 (b) To tape record or video tape Board of Directors' meetings subject  
4 to Rules as promulgated by the Board of Directors.

5 (c) To place an item on the agenda for a Board of Director meeting by  
6 presenting the Board with a petition signed by not less than twenty (20%) percent of the  
7 voting interest. The Board shall hold a Board meeting within sixty (60) days of receipt of  
8 the petition and place the item for discussion on the agenda of that Board meeting.

9 3.19 Notice of Board Meetings to Unit Owners. Written notice of Board meetings  
10 to unit owners is required for:

11 (a) Board of Director's Meetings. Notices of all Board of Directors'  
12 meetings shall be posted conspicuously on the condominium property at least forty-eight  
13 (48) continuous hours preceding the meeting, except in an emergency. Any item not  
14 included on the notice may be taken upon an emergency basis by at least a majority plus  
15 one of the Board members. Such emergency action shall be noticed and ratified at the  
16 next regular Board of Directors' meeting.

17 (b) Meeting to Adopt Annual Budget. The members must be given  
18 written notice of the time and place of the Board meeting at which the Board of Directors  
19 will consider the annual budgets. Copies of the proposed annual budgets of common  
20 expenses and proposed assessments must be mailed to the members not less than  
21 fourteen (14) days prior to such meeting, together with the written notice of such meeting.  
22 The meeting shall be open to the unit owners.

23 (c) Special Assessment/Amendment to Rules Meeting. Written notice  
24 of any Board meeting at which special assessments, or at which amendments to Rules  
25 regarding unit use will be considered, shall be mailed or delivered to the appropriate unit  
26 owners and posted conspicuously on the appropriate condominium property not less than  
27 fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day  
28 notice shall be made by an affidavit executed by the person providing the notice and filed  
29 among the official records of the Association. The special assessment notice shall state  
30 that assessments will be considered, the purpose of the assessment, the estimated cost  
31 for the project and a description of the work to be performed.

32 3.20 Voting. Directors may not vote by proxy or by secret ballot at Board meetings  
33 except that officers may be elected by secret ballot. A director shall be presumed to have  
34 assented to the action taken by the Board unless he votes against such action or abstains  
35 from voting. A director who abstains from voting shall be presumed to have taken no  
36 position with regard to the action. A vote or abstention for each director present shall be  
37 recorded in the minutes.

38 3.21 Minutes of Meetings. The minutes of all Board of Directors' meetings shall  
39 be kept available for inspection by unit owners, or their authorized representatives, at any  
40 reasonable time. The Association shall retain these minutes for a period of not less than  
41 seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30)  
42 days after the meeting date.

3.22 Executive Committee. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more 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 Board of Directors' meetings 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 properties, (d) to fill vacancies on the Board of Directors, or (e) to borrow money.

3.22.1 Other Committees. 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.

3.22.2 Budget Committee; Committees Authorized to Take Final Action. 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.

## ARTICLE 4

## POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, the Declarations of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required.

(a) Operating and maintaining the common elements and limited common elements for each of the three condominiums and Association property, if any.

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

(c) Collecting the assessments for common expenses from unit owners.

(d) Employing and dismissing the personnel necessary for the maintenance and operation of the common elements for each of the three condominiums.

(e) Adopting and amending Rules and Regulations concerning the operation and use of the three condominium properties.

1 (f) Maintaining accounts at depositories on behalf of the Association and  
2 the three condominiums.

3 (g) Purchasing, leasing or otherwise acquiring units or other property in  
4 the name of the Association, or its designee.

5 (h) Purchasing units at foreclosure or other judicial sales, in the name of  
6 the Association, or its designee.

7 (i) Selling, leasing, mortgaging or otherwise dealing with units acquired,  
8 and subleasing units leased, by the Association, or its designee.

9 (j) Obtaining and reviewing insurance for the three condominium  
10 properties and the Association.

11 (k) Making repairs, additions and improvements to, or alterations of, the  
12 three condominium properties, and repairs to and restoration of the three condominium  
13 properties, in accordance with the provisions of the Declarations after damage or  
14 destruction by fire or other casualty, or as a result of condemnation or eminent domain  
15 proceedings or otherwise.

16 (l) Enforcing obligations of the unit owners, allocating profits and  
17 expenses and taking such other actions as shall be deemed necessary and proper for the  
18 sound management of the three condominiums.

19 (m) Purchasing or leasing units for use by resident superintendents,  
20 managers or other similar persons.

21 (n) Borrowing money on behalf of each of the three condominiums and  
22 the Association when required in connection with the operation, care, upkeep and  
23 maintenance of the respective condominium's common elements or the acquisition of  
24 property, and granting mortgages and/or security interests in Association owned property.

25 (o) Contracting for the management and maintenance of the three  
26 condominium properties and authorizing a management agent to assist the Association in  
27 carrying out its powers and duties by performing such functions as the submission of  
28 proposals, collection of assessments, preparation of records, enforcement of Rules and  
29 maintenance, repair, and replacement of the common elements for each condominium with  
30 such funds as shall be made available by the Association for such purposes. The  
31 Association and its officers shall, however, retain at all times the powers and duties granted  
32 by each of the condominiums' documents and the Act, including, but not limited to, the  
33 making of assessments, promulgation of Rules and execution of contracts on behalf of the  
34 Association.

35 (p) All contracts for the purchase, lease or rental of materials or  
36 equipment, all contracts for services, and any contract that is not to be fully performed  
37 within one year, shall be in writing. For so long as required by law, the Association shall  
38 obtain competitive bids for any contract which requires payment exceeding five (5%)  
39 percent of the total annual budget of the Association (except for contracts with employees  
40 of the Association, management firms, attorneys, accountants, architects, engineers, or  
41 landscape engineers), unless the products and services are needed as the result of any

1 emergency or unless the desired supplier is the only source of supply within the county  
2 serving the Association. The Board need not accept the lowest bid.

3 (q) At its discretion, authorizing unit owners or other persons to use  
4 portions of the three condominium's common elements for private parties and gatherings  
5 and imposing reasonable charges for such private use.

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

9 (s) Imposing a lawful fee in connection with the approval of the transfer,  
10 lease, sale or sublease of units, not to exceed the maximum amount permitted by law in  
11 any one case.

12 (t) Adopting hurricane shutter specifications for the three condominiums,  
13 which shall include color, style, and other factors, deemed relevant by the Board. All  
14 specifications adopted by the Board shall comply with the applicable building code. The  
15 Board shall not refuse to approve the installation or replacement of hurricane shutters  
16 conforming to the specifications adopted by the Board.

17 (u) Convey a portion of any of the three condominiums' common elements  
18 to a condemning authority for the purpose of providing utility easements, right-of-way  
19 expansion, or other public purposes, whether negotiated or as a result of eminent domain  
20 proceedings.

## 21 ARTICLE 5

### 22 EMERGENCY BOARD POWERS

23  
24 5.1 Emergency Situation. In the event of any "emergency" as defined in Section  
25 5(g) below, the Board of Directors may exercise the emergency powers described in this  
26 section, and any other emergency powers authorized by Sections 718.1265, 617.0207, and  
27 617.0303, Florida Statutes, as amended from time to time.

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

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

34 (c) During any emergency the Board may hold both Board and members'  
35 meetings with notice given only to those directors and or members with whom it is  
36 practicable to communicate, and the notice may be given in any practicable manner,  
37 including publication, radio, U.S. mail, internet, electronic transmission, public service  
38 announcements and conspicuous posting on the condominium property. The member(s)  
39 or director(s) in attendance at such a meeting shall constitute a quorum.

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

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

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

9 (g) For purposes of this Section only, an "emergency" exists only during  
10 a period of time that the three condominiums, or the immediate geographic area in which  
11 the three condominiums are located, is subjected to:

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

14 (2) a hurricane warning;

15 (3) a partial or complete evacuation order;

16 (4) federal or state "disaster area" status; or

17 (5) a catastrophic occurrence, whether natural or manmade,  
18 which seriously damages or threatens to seriously damage the physical existence of the  
19 three condominiums, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil  
20 unrest, or act of terrorism.

21 An "emergency" also exists for purposes of this section during the time when  
22 a quorum of the Board cannot readily be assembled because of the occurrence of a  
23 catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event.  
24 A determination by any two (2) directors, or by the President, that an emergency exists  
25 shall have presumptive quality.

## 26 ARTICLE 6

### 27 OFFICERS

28  
29 6.1 Executive Officers. The executive officers of the Association shall be a  
30 President, a Vice President, a Treasurer, and a Secretary, all of whom shall be directors.  
31 The officer positions shall be elected annually by the Board of Directors and an officer may  
32 be peremptorily removed by a vote of the directors at any meeting, with or without cause.  
33 Any person may hold two or more offices, except that the President shall not be also the  
34 Secretary. The Board of Directors from time to time shall elect such other officers and  
35 designate their powers and duties as the Board shall find to be required to manage the  
36 affairs of the Association.

37 6.2 President. The President shall be the chief executive officer of the  
38 Association. He shall have all of the powers and duties usually vested in the office of  
39 President of an Association, including but not limited to the power to appoint committees  
40 from among members from time to time, as he in his discretion may determine appropriate,  
41 to assist in the conduct of the affairs of the Association.

1           6.3 Vice President. The Vice President in the absence or disability of the  
2 President shall exercise the powers and perform the duties of the President. He also shall  
3 assist the President generally and exercise such other powers and perform such other  
4 duties as shall be prescribed by the directors.

5           6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the  
6 directors and the members. He shall attend to the giving and serving of all notices to the  
7 members and directors and other notices required by law. He shall have custody of the  
8 seal of the Association and affix it to instruments requiring a seal when duly signed. He  
9 shall keep the records of the Association, except those of the Treasurer, and shall perform  
10 all other duties incident to the office of Secretary of an Association and as may be required  
11 by the directors or the President.

12           6.5 Treasurer. The Treasurer shall have custody of all property of the  
13 Association, including funds, securities and evidences of indebtedness. He shall keep the  
14 books of the Association in accordance with good accounting practices; and he shall  
15 perform all other duties incident to the office of Treasurer.

16           6.6 Compensation. The Board shall fix all compensation of all Association  
17 officers and employees. The provision that directors' fees shall be determined by  
18 members shall not preclude the Board of Directors from employing a director as an  
19 employee of the Association, nor preclude the contracting with a director for the  
20 management of the three condominiums.

21           6.7 Resignations. Any officer may resign his post at any time by written  
22 resignation, delivered to the President or Secretary, which shall take effect upon its receipt  
23 unless a later date is specified in the resignation, in which event the resignation shall be  
24 effective from such date unless withdrawn. The acceptance of a resignation shall not be  
25 required to make it effective. The conveyance of all units owned by any officer shall  
26 constitute a resignation of such officer without need for a written resignation. The  
27 unexcused absence from three (3) consecutive Board meetings shall also constitute a  
28 resignation of such officer without need for a written resignation.

29           6.8 Abandonment of Officer's Position. An officer who is more than ninety (90)  
30 days delinquent in the payment of regular or special assessments shall be deemed to have  
31 abandoned his position as officer and the Board of Directors shall fill this officer vacancy  
32 as otherwise provided for in this Article.

33           6.9 Removal of Officer. All officers serve at the pleasure of the Board of  
34 Directors. Any officer may be removed by a vote of not less than a majority of the  
35 directors, at a special Board meeting called for that purpose.

36           6.10 Vacancy and Replacement. If the office becomes vacant by reason of death,  
37 resignation, retirement, disqualification, removal from office or otherwise, a majority of the  
38 remaining directors, though less than a quorum, at a special Board meeting duly called for  
39 this purpose, shall choose a successor, who shall hold office for the unexpired term in  
40 respect to which such vacancy occurred.

41           6.11 Records. Any Association records held by an officer, whether on or in his  
42 personal property or otherwise, shall be a part of the official records of the Association.

1 The officer shall provide the Association with access as required pursuant to Florida  
2 Condominium law to these records and he shall provide the Association with the original  
3 records when he no longer holds an office for this Association.

4 6.12 Limitation on Powers. No officer or director has the power or authority to  
5 enter into contracts or financial agreements binding upon the Association, unless such  
6 action was authorized by prior vote of the Board of Directors. Any officer or director who  
7 does bind the Association without prior Board authority shall be liable for all fees, costs and  
8 expenses associated with the unauthorized act.

## 9 ARTICLE 7

### 10 FISCAL MANAGEMENT

11  
12 7. Fiscal Management. The provisions for fiscal management of the Association  
13 set forth in the Declarations of Condominium and Articles of Incorporation shall be sup-  
14 plemented by the following provisions:

15 7.1 Accounts. The receipt and expenditures of the three condominiums and the  
16 Association shall be credited and charged to separate accounts under the following  
17 classifications as shall be appropriate, all of which expenditures shall be common  
18 expenses:

19 (a) Current expense, which shall include all receipts and expenditures  
20 within the year for which the budget is made, including a reasonable allowance for  
21 contingencies and working funds, except expenditures chargeable to reserves, to  
22 additional improvements or to operations. The balance in this fund at the end of each year  
23 shall be applied to reduce the assessments for current expense for the succeeding year.

24 (b) Reserve for deferred maintenance, which shall include funds for  
25 maintenance items that occur less frequently than annually.

26 (c) Reserve for replacement, which shall include funds for repair or  
27 replacement required because of damage, depreciation or obsolescence.

28 (d) Betterments, which shall include the funds to be used for capital  
29 expenditures for additional improvements or additional personal property that will be part  
30 of each of the three condominiums' common elements.

31 7.2 Budget. The Board of Directors shall adopt for each of the three  
32 condominiums and for the Association a budget for each calendar year that shall include  
33 the estimated funds required to defray the common expenses and to provide and maintain  
34 funds for the foregoing reserves according to good accounting practices.

35 7.3 Assessments. Assessments shall be levied by the Association against the  
36 unit owners in each of the condominiums for their shares of the items of the budget  
37 applicable for the condominium in which the unit is located and also for the Association.  
38 The assessment shall be made for the calendar year annually in advance on or before  
39 December 20 preceding the year for which the assessments are made. Such assessment  
40 payments shall be due in 12 equal monthly installments, one of which shall come due on

1 the first day of each month of the year for which the assessments are made. If an annual  
2 assessment is not made as required, an assessment shall be presumed to have been  
3 made in the amount of the last prior assessment and monthly installments on such  
4 assessment shall be due upon each installment payment date until changed by an  
5 amended assessment. In the event the annual assessment proves to be insufficient, the  
6 budget and assessments may be amended at any time by the Board of Directors. Unpaid  
7 assessments for the remaining portion of the calendar year for which the amended  
8 assessment is made shall be due upon the first day of the month next succeeding the  
9 month in which the amended assessment is made or as otherwise provided by the Board  
10 of Directors.

11       7.4   Special Assessments. Special assessments may be imposed by the Board  
12 of Directors to meet unusual, unexpected, unbudgeted, or non-recurring expenses.  
13 Special assessments are due on the day specified in the resolution of the Board approving  
14 such assessments. The notice of any Board meeting at which a special assessment will  
15 be considered shall be given as provided in Article 3 above; and the notice to the owners  
16 that the assessment has been levied must contain a statement of the purpose(s) of the  
17 assessment. The funds collected must be spent for the stated purpose(s) and any excess  
18 funds shall be allocated by the Board as provided by law. However, upon completion of  
19 such specific purpose or purposes, any excess funds will be considered common surplus  
20 either for the specific condominium or for the Association as the purpose is applicable and  
21 may, at the discretion of the Board, be applied as a credit towards future assessments.

22       7.5   Assessments for Charges. Charges by the Association against members for  
23 other than common expenses shall be payable in advance. These charges may be  
24 collected by assessments in the same manner as common expenses, and when  
25 circumstances permit, those charges shall be added to the assessments for common  
26 expenses. Charges for other than common expenses may be made only after approval of  
27 a member or when expressly provided for in the Declarations or the Exhibits originally  
28 attached thereto, as the same may be amended from time to time, which charges may  
29 include, without limitation, charges for the use of portions of the condominium property in  
30 which the unit is located, maintenance services furnished at the expense of a unit owner,  
31 other services furnished for the benefit of a unit owner, damages and other sums due from  
32 such unit owner.

33       7.6   Depository. The Association's depository shall be in such bank(s) or other  
34 financial institutions as shall be designated from time to time by the Board and in which the  
35 three condominiums and the Association's monies shall be deposited. Withdrawal of  
36 monies from such accounts shall be only by checks signed by such persons as are  
37 authorized by the directors.

38       7.7   Audit. An internal audit of the three condominiums and the Association's  
39 accounts may be made annually by a committee appointed by the Board. The committee  
40 will consist of three (3) members and a copy of its Association audit report shall be  
41 furnished to each member and that of each condominium to the owners of units in that  
42 condominium, not later than April 1 of the year following the year for which the internal  
43 audit is made. An audit performed by a CPA shall also be conducted as is otherwise



1 required by Chapter 718, Florida Statutes, or upon petition signed by not less than fifty  
2 percent (50%) of the membership or the owners of units in the condominium petitioning for  
3 the CPA audit, submitted to the Board.

4 7.8 Fidelity Bond. The Association shall obtain and maintain in an amount not  
5 less than required by law fidelity bonding for the President, Secretary and Treasurer of the  
6 Association and those individuals authorized to sign checks. The Association shall bear  
7 the cost of bonding.

8 7.9 Financial Reports. In accordance with Section 718.111(13) of the  
9 Condominium Act, not later than sixty (60) days after the close of each fiscal year, the  
10 Board shall, as a minimal requirement, distribute to the owners of each unit a report  
11 showing in reasonable detail the financial condition of the Association as of the close of the  
12 fiscal year, and an income and expense statement for the year, detailed by accounts. In  
13 addition the Association shall also distribute to the owners in each of the three  
14 condominiums a report showing in reasonable detail the financial condition of that  
15 condominium as of the close of the fiscal year, and an income and expense statement for  
16 the year, detailed by accounts. The Board of Directors must, if required by law and not  
17 waived by the membership, and may otherwise, in their discretion, engage a CPA and have  
18 a more comprehensive analysis performed for the Association and the three  
19 condominiums, which shall be sent to the appropriate members within ninety (90) days of  
20 the end of the fiscal year in lieu of the financial report referenced above. In lieu of the  
21 distribution of financial reports as provided herein, the Association may mail or deliver each  
22 unit owner a notice that a copy of the financial report will be mailed or hand delivered to  
23 the unit owner, without charge, upon receipt of a written request from the unit owner.

## 24 ARTICLE 8

### 25 PARLIAMENTARY RULES

26  
27 8.0 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the  
28 conduct of Association meetings when not in conflict with the Declarations of  
29 Condominium, Articles of Incorporation, or these Bylaws.

## 30 ARTICLE 9

### 31 AMENDMENTS

32  
33 9.0 Amendments. These Bylaws may be amended in the following manner:

34 9.1 Notice. Notice of the subject matter of a proposed amendment shall be  
35 included in the notice of a meeting at which a proposed amendment is to be considered.

36 9.2 Resolution. A resolution for the adoption of a proposed amendment may be  
37 proposed either by a majority of the Board of Directors or by not less than twenty (20%)  
38 percent of the voting interest of the Association.

39 9.3 Adoption. These Bylaws can be amended, altered, or replaced only upon an  
40 affirmative vote of not less than two-thirds (2/3) of the members who cast a vote, in person

1 or by limited proxy, at a properly called members' meeting. Members not present in  
2 person at the members' meeting considering the amendment, may express their approval  
3 in writing, by proxy, provided such proxy vote is delivered to the Secretary prior to the  
4 members' meeting.

5 9.4 Execution and Recording. A copy of each amendment shall be attached to  
6 a certificate certifying that the amendment was duly adopted as an amendment of the  
7 Declarations and Bylaws, which certificate shall be executed by the officers of the  
8 Association with the formalities of a deed. The amendment shall be effective when such  
9 certificate and copy of the amendment are recorded in the Public Records of Sarasota  
10 County, Florida.

11 9.5 Amendments. All amendments shall be in the form prescribed by Section  
12 718.112, Florida Statutes.

## 13 ARTICLE 10

### 14 MISCELLANEOUS

15  
16 10.1 Minutes. Minutes of all members and Board meetings shall be kept in a book  
17 and shall be available for inspection by unit owners and Board members and their  
18 authorized representatives at all reasonable times. All minutes shall be retained for a  
19 period of not less than seven (7) years.

20 10.2 Rules and Regulations. The Board of Directors may adopt reasonable Rules  
21 and Regulations to be uniformly applied to all members governing the details of the  
22 operation and use of the common elements for each of the three condominiums.

23 10.3 Mandatory Arbitration of Disputes. Prior to commencing litigation, unresolved  
24 disputes between the Board and unit owners as defined in Section 718.1255(1), Florida  
25 Statutes, must be submitted to arbitration or mediation as provided in the Condominium  
26 Act. This provision shall be in effect only so long as the Condominium Act mandates such  
27 proceedings.

28 10.4 Fiduciary Relationship to Unit Owners. The officers and directors of the  
29 Association have a fiduciary relationship to the unit owners. No officer or director shall  
30 solicit, offer to accept, or accept any thing or service of a value exceeding \$100 for which  
31 consideration has not been provided for his own benefit or that of his immediate family,  
32 from any person providing or proposing to provide goods or services to the Association.  
33 Any such officer or director who knowingly so solicits, offers to accept or accepts any thing  
34 or service of a value exceeding \$100 is subject to a civil penalty pursuant to the  
35 Condominium Act. However, this paragraph does not prohibit an officer or director from  
36 accepting services or items received in connection with trade fairs or education programs.

37 10.5 Availability of Copies of Condominium Documents. The Association shall  
38 maintain an adequate number of copies of the three Declarations, the Articles of  
39 Incorporation, Bylaws and Rules and Regulations, and all amendments to each of the  
40 foregoing, as well as the Question and Answer Sheet provided for in the Condominium Act  
41 on the condominium properties to ensure their availability to unit owners and prospective

1 purchasers, and may charge its actual costs for preparing and furnishing these documents  
2 to those requesting the same.

3 10.6 Question and Answer Sheet. The Association shall prepare a Question and  
4 Answer Sheet as described in the Condominium Act and shall update it annually.

5 10.7 Contracts for Products and Services. All contracts as further described  
6 herein or any contract that is not to be fully performed within 1 year from the making  
7 thereof, for the purchase, lease, or renting of materials or equipment to be used by the  
8 Association in accomplishing its purposes under the Condominium Act, and all contracts  
9 for the provision of services, shall be in writing. Where a contract for the purchase, lease,  
10 or renting of materials or equipment, or for the provision of services, requires payment by  
11 the Association on behalf of any condominium operated by the Association in the  
12 aggregate exceeding \$5,000.00, the Association shall obtain competitive bids for the  
13 materials, equipment, or services. Nothing contained herein shall be construed to require  
14 the Association to accept the lowest bid.

15 (a) Notwithstanding the foregoing, contracts with employees of the  
16 Association, and contracts for attorneys and accountants services shall not be subject to  
17 the provisions of this section.

18 (b) Nothing contained herein is intended to limit the ability of an  
19 Association to obtain needed products and services in an emergency.

20 (c) This section shall not apply if the business entity with which the  
21 Association desires to enter into a contract is the only source of supply within the county  
22 serving the Association.

23 (d) Nothing contained herein shall excuse a party contracting to provide  
24 maintenance or management services from compliance with the Condominium Act.

25 10.8 Roster of Unit Owners. Each unit owner shall file with the Association a copy  
26 of the deed or other document showing his ownership. The Association shall maintain such  
27 information and may rely upon the accuracy of such information for all purposes until  
28 notified in writing of changes therein as provided above. Only unit owners of record on the  
29 date notice of any meeting requiring their vote is given shall be entitled to notice of and to  
30 vote at such meeting, unless prior to such meeting other owners shall produce adequate  
31 evidence, as provided above, of their ownership interest and shall waive in writing notice  
32 of such meeting.

33 10.9 Construction. Wherever the context so permits, the singular shall include the  
34 plural, the plural shall include the singular, and the use of any gender shall be deemed to  
35 include all genders.

36 10.10 Captions. The captions herein are inserted only as a matter of convenience  
37 and for reference, and in no way define or limit the scope of these Bylaws or the intent of  
38 any provision hereof.

39 10.11 Document Conflict. If any irreconcilable conflict should exist, or hereafter  
40 arise, the provisions of the three Declarations shall take precedence over the Articles of

1 Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail  
2 over the Rules and Regulations.

3 10.12 Severability. Should any of the provisions herein imposed be void or  
4 unenforceable at law or in equity, the remaining provisions of this instrument shall  
5 nevertheless be and remain in full force and effect.

6 In WITNESS WHEREOF, the Association has caused these Amended and Restated  
7 Bylaws to be signed in its name by its President this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

8  
9 ATTEST:

PINE RUN ASSOCIATION, INC.

10  
11 By: \_\_\_\_\_  
12 Secretary

By: \_\_\_\_\_  
President

13 WITNESSES:

14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17  
18 STATE OF FLORIDA  
19 COUNTY OF SARASOTA

20  
21 I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State  
22 of Florida at large, personally appeared \_\_\_\_\_, as President  
23 and \_\_\_\_\_, as Secretary, of PINE RUN ASSOCIATION, INC.,  
24 and they acknowledged before me that they are such officers of said corporation; and they  
25 executed the foregoing Amended and Restated Bylaws on behalf of said corporation, and  
26 affixed thereto the corporate seal of said corporation; that they are authorized to execute  
27 said Amended and Restated Bylaws and that the execution thereof is the free act and deed  
28 of said corporation. They are personally known to me or have produced their driver's  
29 licenses as identification and did not take an oath.

30 WITNESS my hand and official seal at Sarasota County, Florida this \_\_\_\_\_ day of  
31 \_\_\_\_\_, 2014.

32  
33  
34 My Commission Expires: \_\_\_\_\_

35  
36 Printed Name of Notary

37 Notary Public Commission # \_\_\_\_\_