

**AMENDED AND RESTATED BYLAWS OF  
MAGNOLIA PLACE COMMUNITY  
ASSOCIATION, INC.,  
A NONPROFIT CORPORATION**

1. **NAME AND LOCATION.** The name of the corporation is MAGNOLIA PLACE COMMUNITY ASSOCIATION, INC. The principal office of the corporation will be located at 6827 Sun 'n Lake Boulevard, Sebring, Florida, 33872 or at such location within Highlands County as may be determined from time to time by the Board of Directors, and as permitted by Florida Law, but meetings of members and directors may be held at other locations within Highlands County as may be determined from time to time by the Board of Directors.
2. **DEFINITIONS.** In addition to the definitions set forth below, the definitions set forth in the Declaration, ("Declaration"), as amended from time to time shall apply to terms used in these By-Laws, unless the context clearly requires another meaning.
  - 2.1. "Governing Documents" means the Declaration, the Articles of Incorporation, and these By-Laws, as amended from time to time.
  - 2.2. "Association" refers to Magnolia Place Community Association, Inc., its successors, and assigns.
  - 2.3. "Common Area" refers to all real property owned by the Association for the common use and enjoyment of the Owners.
  - 2.4. "Declaration" refers to the Declaration of Covenants, Conditions, and Restrictions for Magnolia Place recorded on June 13, 1996, under O.R. Book 1334, Page 1418, Public Records of Highlands County, Florida.
  - 2.5. "Lot" refers to any plot of land shown on the recorded subdivision plat with the exception of the Common Area.
  - 2.6. "Members" refers to those persons or entities entitled to membership in the Association as provided in the Declaration.
  - 2.7. "Owner" refers to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.
  - 2.8. "Subdivision" refers to that certain tract of real property described in the Declaration, and such additions thereto as may be brought within the jurisdiction of the Association pursuant to the provisions of the Declaration.
  - 2.9. "Articles" refers to the Articles of Incorporation of Magnolia Place Community Association, Inc., a Florida corporation, filed on May 30, 1996.

3. **PURPOSE AND POWERS.** The Association shall have all the common law and statutory powers of a Florida corporation not for profit consistent with the Articles, these By-Laws, and the Declaration, and shall exercise through its officers and Board of Directors the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential community, subject to the recorded Declaration, including but not limited to the power:
- 3.1. To fix, levy, collect and enforce payment by any lawful means all charges, Assessments, or liens pursuant to the terms of the Declaration, the Articles and these By-Laws; to pay all expenses in connection therewith incident to the conduct of the business of the Association;
  - 3.2. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions, or agreements governing the Association, the Common Areas, and Lots as provided in the Declaration and to effectuate all the purposes for which the Association is organized;
  - 3.3. To sue and be sued, and to enforce the provisions of the Declaration, the Articles, and these By-Laws of the Association;
  - 3.4. To contract for the management and maintenance of the Common Areas and to delegate powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the Members of the Association;
  - 3.5. To employ accountants, attorneys, architects, and other professional and administrative personnel to perform the services required for proper operation of the Association;
  - 3.6. To procure and maintain adequate insurance covering all risks of the Association, incurred by reason of its ownership, operation and control of its assets undertaken pursuant to the Declaration, the Articles, and these By-Laws, including its business affairs and the liabilities of its Officers and Directors;
  - 3.7. To pay all operating costs, including, but not limited to, all licenses, taxes or other governmental charges levied or imposed against the Common Areas or other property of the Association, and establish reserves for deferred maintenance or capital expenditures;
  - 3.8. To exercise any and all powers, rights, and privileges which a corporation organized under Chapters 720 and 617 of the Florida Statutes may now and hereafter have and exercise subject to the Declaration as amended from time to time;
  - 3.9. To hold funds and the title to such property acquired by the Association for the benefit of the Members in accordance with the provision of the Declaration, the Articles, and these By-Laws;
  - 3.10. To establish Committees and delegate certain of its functions to those Committees;
  - 3.11. To appoint an Architectural Committee whose function shall be to exercise the powers and controls provided in Article II of the Declaration, as amended from time to time.
  - 3.12. To issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid will constitute conclusive evidence of such payment. The

Board of Directors may impose a reasonable charge for the issuance of these certificates.

All of the foregoing enumerated powers shall be in addition to and intended to supplement those powers granted to not for profit corporations by Section 617.0302 of Florida Statutes, with the exception of the power to lend money, which shall be expressly prohibited.

4. **VOTING RIGHTS AND MEMBERS' PRIVILEGES.** The Members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of votes ("voting interests") is equal to the total number of Lots. The vote of a Lot is not divisible. The Board of Directors may deny any Member(s) the right to vote and may further deny such Member(s), their tenants and guests, all privileges associated with membership in the Association, and use of other facilities owned by the Association because of delinquent assessments owed to the Association, pursuant to Florida Law. If a Lot is owned by one (1) natural person, his right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two (2) or more natural persons who are not acting as trustees, that Lot's vote may be cast by any one (1) of the record Owners. If two (2) or more Owners of a Lot do not agree among themselves how their one (1) vote shall be cast on any issue, that vote shall not be counted on that issue.

- 4.1. **Termination of Membership:** Termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies the Association may have against any former Member or Owner arising out of or in any way connected with such ownership and membership, nor the obligations incident to the Governing Documents.

5. **MEMBERS' MEETINGS.**

- 5.1. **Member Voting Methods:** Unless otherwise provided, where a vote of the Members is required under the Governing Documents, the vote may be cast by the Member in person, or by proxy, or by mail using a properly executed written ballot, or by electronic transmission of the ballot or proxy, under a secure system established by the Board of Directors to protect the integrity of the vote.
- 5.2. **Annual Meeting:** There shall be an Annual Meeting of the Members in each calendar year. The Annual Meeting shall be held in Highlands County, Florida, at a date, time and place designated by the Board of Directors, for the purpose of accepting nominations for open Directors' positions and transacting any other business duly authorized to be transacted by the Members.
- 5.3. **Special Members' Meetings:** Special Members' meetings must be held whenever called by the President or by a majority of the Board of Directors and also, may be called at the request of the Members having at least twenty percent (20%) of the voting interests. Such request shall be in writing, shall state the purpose of the meeting, and shall be signed by all the Members making the request. The business at any special meeting shall be limited to the items specified in the Notice of Meeting, as specified below.
- 5.4. **Notice of Members' Meetings:** Notices of all meetings of the Members must state the time, date, and place of the meeting and include a description of the purpose(s) for the meeting. The notice may be mailed to each Member at the address which appears on the books of the Association, or it may be furnished by personal delivery, or by electronic

transmission. The Member bears the responsibility for notifying the Association of the Member's mailing and electronic delivery address and any change of such addresses. The notice must be mailed, personally delivered or electronically transmitted at least fourteen (14) days before the meeting. If ownership of a Lot has been transferred and the Association is not notified of such transfer until after notice has been provided, no separate notice to the new Owner is required. Individual notice of a specific meeting may be waived in writing by any person or entity entitled to receive such notice. Attendance at any meeting by a Member constitutes waiver of notice by that Member.

- 5.5. **Quorum:** A quorum at Members' meetings shall be as set forth in Florida Statutes.
- 5.6. **Vote Required:** The acts approved by a majority of the votes cast at a duly called meeting of the Members at which a quorum has been obtained shall be binding upon all Owners for all purposes, except where a greater or different number of votes are expressly required by law or by any provision of the Governing Documents.
- 5.7. **Proxy Voting:** Members may cast their votes at a meeting, in person, or by proxy, or by electronic transmission when permitted by law and the Governing Documents. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournments of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Lot, specify the date, time, and place of the meeting for which it is given and the original or an electronic copy of the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies need not be Members.
- 5.8. **Adjourned Meetings:** Any duly called meeting of the Members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned, it shall not be necessary to give further notice if the new date, time, and place is announced prior to adjournment, only persons who are entitled to vote and are Members as of the new meeting date who were not Members as of the previous meeting date, require notice of the adjourned meeting. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is then present.
- 5.9. **Minutes:** Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their duly authorized representatives at all reasonable times. Minutes of a meeting must be reduced to written form within a reasonable time after the meeting.
- 5.10. **Action by Members Without a Meeting:** Except for the holding of the Annual Meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned to the Secretary of the Association by at least a majority of the voting interests. If the requisite number of written consents are received by the Secretary within ninety (90) days

after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect on the date the requisite number of written consents are received, as if on the date the requisite number of written consents are received the action had been approved by vote of the Members at a meeting of the Members held on said date. Within thirty (30) days after the date the requisite number of consents is received, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph affects the right of Members to call special meetings of the membership, as provided for by these By-Laws or by Florida law.

6. **BOARD OF DIRECTORS.** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board subject to approval or consent of the Owners only when such is specifically required.
  - 6.1. **Number:** The number of Directors which shall constitute the whole Board of Directors shall be five (5).
  - 6.2. **Term of Office:** Elected Directors shall serve three (3) year terms. Terms shall be staggered in such a manner to ensure that the number of positions to be filled is less than a majority of the total positions. At the expiration of any term of three (3) years, any Director may be re-elected.
  - 6.3. **Election of Directors:** In each annual election the Members shall nominate qualified Members to serve as Directors for positions whose term is expiring. In the event the number of qualified candidates does not exceed the number of positions available, action may be taken to waive the election for the positions being considered.
    - 6.3.1. **Insufficient Number of Candidates:** An insufficient number of candidates for an election shall result in qualified, properly nominated candidates being automatically appointed. Additional vacancies shall be filled by majority vote of the remaining Directors.
  - 6.4. **Removal; Filling Vacated Positions:** Directors may be removed, with or without cause, either by an agreement in writing of Members holding a majority of the voting interests, or by a vote of a majority of the Members at a meeting called for that purpose. Any vacancy created by the resignation, removal of a Board member, death, or vacancy caused by an insufficient number of candidates for an election, shall be filled by majority vote of the remaining Directors. Such appointed Directors shall serve for only the unexpired term of the position to which they have been appointed.
  - 6.5. **Compensation:** No Director shall receive compensation for any service rendered as a Director to the Association; provided, however, that any Director may be reimbursed for actual expense incurred in furtherance of official duties with prior approval of the Board of Directors.
  - 6.6. **Notice of Election and Procedure for Candidates:** Any Owner or other eligible person desiring to be a candidate may qualify as such by giving notice to the Board prior to the Annual Meeting. Candidates may also be nominated at the Annual Meeting by self-nomination or by another Member in good standing as permitted by law. If there are more candidates than there are Directors to be elected, balloting is required. At least fourteen (14)

days prior to the election, the Association shall mail or deliver or electronically transmit, a notice of election to all Owners entitled to vote in the contested election, together with a ballot which may list all qualified candidates in alphabetical order, by surname. The Association may enclose a "candidate" information sheet furnished by the candidate with the ballot.

- 6.7. **Qualifications:** Each Director must be an Owner or the spouse of an Owner in good standing with the Association.
- 6.8. **Balloting:** Directors shall be elected by a plurality of the votes cast. Each voting interest shall be entitled to cast as many votes for Directors as there are Directors to be elected, but no voting interest shall be permitted to cast more than one (1) vote for any candidate. Cumulative voting will not be permitted. Tie votes may be broken by agreement among the candidates who are tied, or if there is no agreement, by Lot or by any other method required or permitted by law.
- 6.9. **Fiduciary Duty of Directors:** Directors shall act in good faith in the performance of all official duties and only in the interest of all Members.
- 6.10. **Certification of Directors:** Within ninety (90) days after being elected or appointed to the Board, each director shall certify in writing to the Secretary of the Association that he has read the Association's Declaration of Covenants and Restrictions, Articles of Incorporation, By-Laws, and any other document pertaining to the governance of the Association; and 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.
- 6.11. **Meetings of the Board; Location:** Meetings of the Board may be held at such time and place in Highlands County, Florida, as shall be determined from time to time by the President, or a majority of the Directors, or by petition of twenty percent (20%) of the total voting interests of the Association. Notice of Meetings shall be given to each Director, personally, or by mail, telephone, telegram or electronic transmission, at least forty-eight (48) hours before the meeting and as otherwise required by law. Such notice may be waived by each Director either in writing or by attendance at the meeting.
- 6.12. **Notice of Board Meetings to Owners:** A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Meetings of the Board of Directors shall be open to Members except for meetings between the Board and its attorney with respect to proposed or pending litigation when the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings, together with an agenda, shall be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency, or in any manner provided in Florida Statute, as may be amended from time to time. Notice of any Board meeting where assessments for any reason are to be considered shall specifically contain a statement that assessments will be considered and the nature of such assessments. Such notice shall be provided to Owners by mail, personal delivery, or electronic transmission, not less than fourteen (14) days prior to the meeting. In addition to mailing, personal delivery, or electronic transmission of the notice of any meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting the notice and the agenda in a location serving the Association.



- 6.13. **Levy of Assessments:** An assessment may not be levied at a Board meeting unless the notice includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting at which special assessments will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on the property not less than fourteen (14) days before the meeting.
- 6.14. **Quorum of Directors:** A quorum at a duly called Board meeting exists only when at least a majority of all Directors are present in person. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by conference telephone call or similar communicative arrangement whereby all present can hear and speak to all other persons. Participation in a meeting by such means is equivalent to presence in person.
- 6.15. **Vote Required by Board of Directors:** The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable Florida Law. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest, and the vote by each Director present on each matter voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of officers.
- 6.16. **Adjourned Board of Directors Meetings:** The majority of those Directors present at any meeting of the Board of Directors, regardless of whether a quorum has been attained, may adjourn the meeting to be reconvened at a specified time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.
- 6.17. **The Presiding Officer:** The President of the Association, or in his absence the Vice President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.
- 6.18. **Committees:** The Board of Directors may appoint from time to time such standing or temporary committees, as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the power and duties assigned to it in the resolution creating the committee. Any appointed committee shall be open to Members and non-Members at the discretion of the Board in agreement with these By-Laws.
- 6.19. **Committee Rules:** Each committee may adopt rules for its governance consistent with these By-Laws or with rules adopted by the Board, approved by the Board.

## 7. **OFFICERS ELECTIONS.**

- 7.1. **General:** The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by

vote of a majority of all voting interests. Any person, except the President, may hold two (2) or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association.

- 7.2. **President:** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and Directors; shall be an ex-officio member of all standing committees; shall have general authority and responsibility for the management of the Association and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts and documents, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.
- 7.3. **Vice-President:** The Vice-President, in the absence or disability of the President, performs the duties and exercises the powers of the President; and shall perform such other duties as the Board of Directors shall assign.
- 7.4. **Secretary:** The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.
- 7.5. **Treasurer:** The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. At meetings of the Board, or whenever they may require it, the Treasurer shall provide a full accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if one has been designated.
8. **INDEMNIFICATION OF OFFICERS AND DIRECTORS.** The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, costs and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceedings. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of, all other rights to which such Director or Officer may be entitled.
9. **FISCAL MATTERS.** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:



- 9.1. **Depository:** The Association shall maintain its funds in such federally insured accounts at such financial institutions in the State of Florida as shall be designated from time to time by the Board of Directors. Withdrawal of money from such accounts shall be only by such persons as are authorized by the Board of Directors. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.
- 9.2. **Accounts of the Association:** The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each Lot. Such account shall designate the name and mailing address of each Owner, the amount and due date of each assessment or charge against the Lot, the amounts paid, date of payment and the balance due.
- 9.3. **Budget:** The Treasurer shall prepare, and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each forthcoming fiscal year. Once adopted, the Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current fiscal year shall be shown. Approved reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible must be included in the budget.
- 9.4. **Reserves:** The Board of Directors may establish one or more of the required restricted reserve accounts for capital expenditures and deferred maintenance. Establishing separate reserve accounts or pooling of all reserve accounts is at the discretion of the Board. The maintenance of these accounts is provided for in Florida Statutes. Contingent reserves for unanticipated operating expenses shall be included, if at all, in the operating portion of the budget. Expenditure of contingent reserve funds is at the discretion of the Board. The purpose of reserves is to provide financial stability, and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the annual budget.
- 9.5. **Assessments:** Regular annual assessments based on the adopted budget shall be paid to the Association in annual installments in advance, due on the first day of January of each year. Assessments not paid when due are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the rate of nine percent (9%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot. Interest, costs, and reasonable attorney's fees of any such action will be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of the Lot. Written notice of any increase in annual assessments shall be sent to all Members prior to the beginning of the year the increase takes effect, but failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been sent at the time the payment for that year is due, it shall be presumed that the amount of such installment is the same as the last prior annual payment and shall be continued at such rate until a budget is adopted and new annual installments are calculated at which time an appropriate adjustment shall be added to or subtracted from each Lot's next due annual installment.

- 9.6. **Special Assessments:** Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as authorized by the Declaration and these By-Laws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the Members as provided by law.
- 9.7. **Financial Reports:** Not later than ninety (90) days after the close of each fiscal year the Board shall prepare and complete a financial report for the preceding year. Within twenty-one (21) days after receiving the final financial report, but not later than 120 days after the end of the fiscal year, the Association shall distribute to each Owner an end of fiscal year financial report prepared in accordance with Florida Statutes, or provide notice that a copy of the financial report is available upon request.
- 9.8. **Audits:** A formal, certified audit of the accounts of the Association, whenever required by law or by vote of a majority of the voting interests, or by a majority of the Board of Directors, shall be conducted by an independent certified public accountant, and a copy of the audit report shall be made available to each Owner.
- 9.9. **Application of Payments and Co-Mingling of Funds:** All money collected by the Association may be co-mingled in a single fund or divided into two or more funds, as determined by the Board of Directors. All payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney fees, other charges, and regular or special assessments, in such manner as the Board may determine.
- 9.10. **Fiscal Year:** The fiscal year for the Association shall begin on the first day of January and end on the last day of December of each calendar year. The Board of Directors may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.
10. **HEALTH AND SAFETY HAZARD CORRECTION.** Any violation of Association rules and regulations or Governing Documents by an Owner or anyone for whom the Owner is responsible in law or under the Governing Documents, which create conditions of the Common Area or the Owner's property, which are deemed by the Board of Directors to be a hazard to the public health or safety may be immediately corrected by the Board, and the cost of correction may be charged to the Owner.
11. **AMENDMENT OF BY-LAWS.** Amendment to these By-Laws shall be proposed and adopted in the following manner:
- 11.1. **Proposal:** Amendments to these By-Laws may be proposed by a majority of the Board of Directors, or by written petition to the Board, signed by at least twenty percent (20%) of the voting interest of the Members, or by any other method permitted by Florida Law applicable to Homeowners Associations.
- 11.2. **Procedure:** Upon any amendment(s) to these By-Laws being proposed by the Board of Directors or Owners, such proposed amendment(s) shall be submitted to a vote of the Owners according to Section 4 of these By-Laws.

11.3. **Vote Required:** These By-Laws may be amended with the approval of a majority of the voting Members in good standing who have voted in person or by proxy. Notice of such election and the full text of the proposed amendment(s) shall be sent by mail, personally delivered, or electronically transmitted, to each Member in good standing at the time of such notice along with a ballot not less than thirty (30) days prior to the date set for the election.

## **12. MISCELLANEOUS.**

12.1. **Gender:** Whenever the masculine or singular form of a pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, as the context requires.

12.2. **Severability:** Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

12.3. **Conflict:** If any irreconcilable conflict between these By-Laws and the Declaration or Articles should exist or arise, the provisions of the Declaration or Articles shall prevail over the provisions of these By-laws.

12.4. **Florida Statutes ("F.S."):** Whenever these By-Laws refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded, and as amended from time to time, except to the extent provided otherwise as to any particular provision of the Florida Statute. Failure of this document to reference any existing Florida Statute does not imply waiver of said statute.