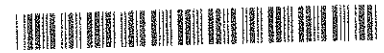


This instrument prepared by and return to:  
Chad M. McClenathan, Esq.  
783 S. Orange Ave., Suite 210  
Sarasota, FL 34236

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2016002006 16 PG(S)  
January 07, 2016 01:51:54 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL



**AMENDED AND RESTATED BYLAWS  
OF  
TURTLE ROCK COMMUNITY ASSOCIATION, INC.**

**WHEREAS**, Turtle Rock Community Association, Inc. is the not-for-profit corporation in charge of the operation and control of a residential community known as Turtle Rock, according to the Community Declaration of Protective Covenants, Conditions and Restrictions for Turtle Rock as recorded at Official Records Book 2622, Page 2512, et seq. of the. Public Records of Sarasota County, Florida, and

**WHEREAS**, the Bylaws of the Community Association were recorded as an exhibit to the Community Declaration on April 20, 1994 at Official Records Book 2622 at Page 2356, et seq., Public Records of Sarasota County, and

**WHEREAS**, it was determined that it was necessary and prudent to amend the Bylaws in order to comply with changes in the laws, and improve the document, and

**WHEREAS**, these Amended and Restated Bylaws were adopted by not less than a majority of the entire membership of the Board of Directors at a meeting held on January 5, 2016, and

**WHEREAS**, membership approval of the Amended and Restated Bylaws is not required.

**NOW THEREFORE**, the following are adopted and recorded as the Amended and Restated Bylaws of Turtle Rock Community Association, Inc.

1. Identity. These are the Bylaws of Turtle Rock Community Association, Inc., (the "Community Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering a residential subdivision located in Sarasota County, Florida.

1.1 Mailing and Principal Address. The address shall be 8500 Turtle Rock Boulevard, Sarasota, Florida 34238, or at such other place as may be designated by the Board from time to time.

2. Definitions. The terms used herein shall have the same definitions as stated in the Declaration of Protective Covenants, Conditions and Restrictions for Turtle Rock as recorded at Official Records Book 2622, Page 2512, et seq., Public Records of Sarasota County, Florida, as amended (Community Declaration) unless the context requires otherwise.

3. Members. The members of the Community Association shall be the record owners of legal title to the Lots.

3.1 Qualifications. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing the member's legal title to one or more Lots.

3.2 Voting Rights: Voting Interests. The members of the Community 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 (758).

The vote allocated to a Lot is not divisible. The right of a member to vote may be

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suspended by the Community Association for the nonpayment of monetary obligations owed to the Association that are delinquent in excess of 90 days, in which event all quorum and voting requirements shall be adjusted accordingly based on the reduced number of voting interests until such time as the suspended voting interest(s) is reinstated. The following persons shall be authorized to cast a vote on behalf of a Lot depending on the specified ownership interests:

(a) If a Lot is owned by one natural person, that person has the right to cast the vote on behalf of the Lot.

(b) If a Lot is owned jointly by two or more persons, any of the record owners may cast the vote on behalf of the Lot.

(c) If a Lot is subject to a life estate, any of the life tenants may cast the vote on behalf of the Lot, or the holder(s) of the remainder interest may cast the vote.

(d) If the owner of a Lot is a corporation, any officer of the corporation may cast the vote of behalf of the Lot.

(e) If a Lot is owned by a partnership, any general partner may cast the vote on behalf of the Lot.

(f) If a limited liability company owns a Lot, any member or managing member may cast the vote on behalf of the Lot.

(g) If a Lot is owned by a trustee(s), the vote for the Lot may be cast by any trustee of the trust, or by any grantor or beneficiary of the trust provided the grantor or beneficiary occupies the Lot.

In a situation where two or more persons are authorized to cast a vote on behalf of a Lot, it shall be presumed that the person casting the vote has the consent of all such persons. In the event the persons who are authorized to vote on behalf of a Lot do not agree among themselves how their one vote shall be cast, that vote shall not be counted.

3.3 Approval or Disapproval of Matters. Whenever the decision of a Lot Owner is required upon any matter, whether or not the subject of Community Association meeting, such decision may be expressed by any person authorized to cast the vote of such Lot at an Community Association meeting as stated in Section 3.2, unless the joinder of all Owners is specifically required.

3.4 Termination of Membership. The termination of membership in the Community Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the subdivision during the period of membership, nor does it impair any rights or remedies which the Community Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

#### 4. Members' Meetings: Voting.

4.1 Annual Meeting. The annual members' meeting shall be held in Sarasota County on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than fourteen (14) months after the last preceding annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

4.2 Special Meetings. Special members' meetings may be held in Sarasota County and may be called by the President, Vice President, or by a majority of the Board of the Community Association, and must be called by the Community Association upon receipt of a written request from twenty-five percent (25%) of the voting interests. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

4.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of members shall state the time, place, date, and the purpose(s) for which the meeting is called. The notice shall include an agenda. The notice of any members' meeting shall be provided to every member by one or more of the following methods: (1) mailed postpaid and correctly addressed to the member's address shown in the current records of the Community Association, or (2) be hand delivered to the member who must in that event sign a receipt, or (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the member has consented to receive notice. Each member bears the responsibility of notifying the Community Association of any change of address. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Community Association. The mailing of the notice shall be affected not less than fourteen (14) days prior to the date of the meeting. Notice must also be posted continuously at the Turtle Rock clubhouse for not less than 14 days before the meeting. Proof of notice shall be by affidavit retained as an official record.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member shall constitute such member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.4 Quorum. A quorum at members' meetings shall be obtained by the presence, either in person or by proxy, of persons entitled to cast twenty-five percent (25%) percent of the voting interests.

4.5 Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Owners for all purposes, except where otherwise provided by law, the Community Declaration, the Articles or these Bylaws.

4.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Lot and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a Lot as set forth in Section 3.2 of these Bylaws, or a spouse or domestic partner of an eligible voter. For purposes hereof, a "domestic partner" which shall mean a person who resides with and has a personal relationship with the Lot Owner and is designated by the Lot Owner as such.

An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

- 4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present in person or by proxy may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.
- 4.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Call to order by President;
  - (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a member or a Governor);
  - (c) Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the owners represented in person, by proxy;
  - (d) Proof of notice of the meeting or waiver of notice;
  - (e) Reading and disposal of any unapproved minutes;
  - (f) Reports of officers;
  - (g) Reports of committees;
  - (h) Appointment of inspectors of election;
  - (i) Election of Governors;
  - (j) Unfinished business;
  - (k) New business;
  - (l) Owner comments.
  - (m) Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson.

- 4.9 Minutes of Meeting. The minutes of all meetings of Owners shall be kept available for inspection by Owners or their authorized representatives at any reasonable time. The Community Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.
- 4.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, provided the Community Association provides a letter or similar communication to each member that explains the proposed action. The communication shall include a form of consent to permit each member to consent to the proposed action, and instructions on consent procedures. The Community Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take

such action at a meeting of members at which a quorum of members entitled to vote thereon were present and voted. 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 as if the action had been approved by vote of the members at a meeting of the members held on the ninetieth (90th) day. Within thirty (30) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

## 5. Board of Governors.

- 5.1 Number, Tenure and Qualifications The affairs of the Community Association shall be governed by a Board having not less than five or more than nine Governors, and shall be fixed at seven until changed by adoption of a resolution by the members. Approximately one-third of the Governors shall be elected each year (either two or three for so long as the Board consists of seven persons). All Governors shall serve three-year terms, provided however, that either the Board or the membership shall have the authority to temporarily assign a one or two year term to one or more Governor positions if necessary to reimplement a scheme of staggering the Board, to promote continuity of leadership, so that approximately one-third of the Board members are elected each year.
- 5.2 Qualifications. Each person must meet the following qualifications to be eligible to serve as a Governor:
- (a) The nominee, or the member by whom the nominee is designated as provided herein, shall not be delinquent in the payment of any fee, fine or assessment or other monetary obligation owed to the Community Association on the day that the person could last nominate themselves or be nominated, and the nominee shall meet any other requirements of applicable Florida law.
  - (b) The person must be eligible to cast a vote on behalf of a Lot as set forth in Section 3.2 of these Bylaws, or be an immediate family of a member and be designated for election by a member. For purposes hereof, immediate family means a person whose primary residence is a member's residence and is a spouse or domestic partner or (ii) a parent, child, sibling, grandchild or grandparent of the member or the member's spouse or other domestic partner, provided, no member may designate more than one such representative on the Board at a time.
  - (c) A person may not be a Governor if the person, his spouse or domestic partner, or immediate family, has an economic interest in any entity engaged to manage the affairs of the Community Association.
- 5.3 The following procedures shall apply to the election of Governors when Governors are to be elected by vote of the membership:
- (a) The Board may appoint a nominating committee prior to each annual meeting of the members. The committee shall nominate or recommend persons for election to the Board, and shall generally recruit and encourage eligible persons to run as candidates for election to the Board.

- (b) Any eligible person desiring to be a candidate may submit a self-nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.
- (c) The secret ballot prepared for the annual meeting shall list all Governor candidates in alphabetical order. Ballots shall be mailed to all voting interests with notice of the annual meeting and may be returned to the Community Association prior to the meeting, or cast at the meeting.
- (d) No additional nominations shall be accepted from the floor on the date of the election.
- (e) The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.
- (f) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies: the candidates shall automatically be elected and their names announced at the annual meeting.

5.4 Vacancies on the Board.

If the office of any Governor becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

- (a) If a vacancy is caused by the death, disqualification or resignation of a Governor, a majority of the remaining Governors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.
- (b) If a vacancy occurs as a result of a recall and less than a majority of the Governors are removed, the vacancy may be filled by appointment by a majority of the remaining Governors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the Governors are removed, the vacancies shall be filled by the members in the agreements used to recall the Board members, or by vote at the recall meeting, as applicable.

For purposes of the foregoing provisions, in order to establish a quorum at the Board meeting held to elect a replacement member to the Board, it shall be necessary only for a majority of the remaining Governors to attend the meeting, either in person or by telephone conference participation. No other business may be transacted at the meeting until a quorum of the entire Board is present.

5.5 Removal of Governors. Any or all Governors may be removed with or without cause by a majority of the voting interests of the entire membership, either by a written agreement or at any meeting called for that purpose. The question shall be determined separately as to each Governor sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. All recall proceedings shall be in accordance with the provisions of Section 720.303(10), Fla. Stat.

5.6 Organizational Meeting. An organizational meeting of the Board shall be held within ten (10) days of each annual meeting at such place and time as shall be fixed by the

Governors. Notice of the organizational meeting shall be posted at the designated location on the subdivision property at least 48 continuous hours in advance of the meeting.

- 5.7 Regular Meetings. Regular meetings of the Board shall be held in Sarasota County at such times as shall be determined by a majority of the Governors. Except for meetings with the Community Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, and meetings of the Board to discuss personnel matters, all meetings of the Board shall be open to all Owners who may participate in accordance with the written policy established by the Board. Notice of such meetings shall be posted at the Turtle Rock clubhouse at least forty-eight (48) continuous hours in advance for the attention of the members of the Community Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Community Association. All notices shall include an agenda for all known substantive matters to be discussed. Written notice of any meeting at which the annual budget or a special assessment will be considered shall be provided to the Owners via one of the methods set forth in Section 4.3 of these Bylaws and posted at the Turtle Rock clubhouse not less than 14 continuous days prior to the meeting. Copies of the budget shall be provided with the notice, or as to a special assessment, the notice shall state the nature, estimated cost, and description of each purpose to be funded by the special assessment. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Community Association.
- 5.8 Special Meetings. Special meetings of the Board may be held in Sarasota County and may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Governors. Special meetings of the Board shall be noticed and conducted in the same manner as provided herein for regular meetings. Members representing not less than twenty (20%) percent of the total voting interests may petition for an item of business to be discussed at a Board meeting.
- 5.9 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to Board members by telephone or one of the methods set forth in Section 4.3 of these Bylaws, which notice shall state the time, place, and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any Governor may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said director of notice. Attendance by any Governor at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 5.10 Quorum. Except as provided in Section 5.4 hereof, a quorum at Governors' meetings shall consist of a majority of the entire Board participating in person or via conference phone call or other electronic participation. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Governors is specifically required by the Community Declaration, the Articles or these Bylaws. Governors may not vote by proxy. Governors may vote by secret ballot for the election of officers. At all other times, a vote or abstention for each Governor present shall be recorded in the minutes. Governors may not abstain from voting except in the case of an asserted conflict of interest.
- 5.11 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is

given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

- 5.12 Joinder in Meeting by Approval of Minutes. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend, but such action may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.
- 5.13 Presiding Officer. The presiding officer at the directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.
- 5.14 Order of Business. If a quorum has been attained, the order of business at directors' meetings, as applicable, shall be:
- (a) Call to order by President;
  - (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a member or a Governor);
  - (c) Proof of due notice of meeting;
  - (d) Calling of the roll and determination of a quorum,
  - (e) Reading and disposal of any unapproved minutes;
  - (f) Report of officers and committees;
  - (g) Election of officers;
  - (h) Unfinished business;
  - (i) New business;
  - (j) Owner comments;
  - (k) Adjournment.

Such order may be waived in whole or in part by direction of the President, or the presiding officer.

- 5.15 Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book available for inspection by Owners, or their authorized representatives, at any reasonable time. The Community Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.
- 5.16 Executive Committee; Other Committees. The Board may, by resolution duly adopted, appoint an Executive Committee to consist of two or more members of the Board. Except as otherwise limited by resolution of the Board, such Executive Committee shall have and may exercise all of the powers of the Board in management of the business and affairs of the Community Association during the period between the meetings of the Board 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 subdivision, (b) to determine the assessments payable by the Owners to meet the common expenses, (c) to adopt or amend any rules and regulations



governing the details of the operation and use of the subdivision property, (d) to fill vacancies on the Board or (e) to borrow money.

The Board may by resolution create other committees or task forces, including but not limited to an Architectural Review Committee, and may invest in such committees such powers and responsibilities as the Board shall deem advisable. Committee members need not be directors.

The Architectural Review Committee shall review and approve all modifications and changes to existing structures and landscaping prior to any work being commenced. It shall establish standards and criteria to be applied to all modifications and changes, and establish such plan review procedures as it deems necessary and appropriate.

Any committee authorized to take final action on behalf of the Board regarding (1) the approval or disapproval of architectural decisions or (2) the authorization of expenditures of Community Association funds, shall conduct their affairs in the same manner as provided in these Bylaws for Board 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 Owners is inapplicable to meetings between a committee and the Community Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, and committee meetings held for the purpose of discussing personnel matters.

6. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the subdivision and may take all acts, through the proper officers of the Community Association, in executing such powers, except such acts which by law, the Community Declaration, the Articles or these Bylaws may not be delegated to the Board by the Lot Owners. Such powers and duties of the Board shall include the following:
- (a) Operating and maintaining the common areas, including surface water and drainage facilities and systems.
  - (b) Determining the common expenses required for the operation of the subdivision and the Community Association.
  - (c) Collecting the assessments for common expenses from Owners.
  - (d) Employing and dismissing the personnel necessary for the maintenance and operation of the common areas.
  - (e) Adopting and amending rules and regulations concerning the operation and use of common areas.
  - (f) Maintaining accounts at depositories on behalf of the Community Association and designating the signatories.
  - (g) Purchasing Lots at foreclosure or other judicial sales, in the name of the Community Association, or its designee.
  - (h) Enforcing obligations of the Owners.
  - (i) Borrowing money on behalf of the Community Association when required in connection with the operation, care, upkeep and maintenance of the common areas provided, however, that the consent of at least seventy percent (70%) of the total

voting interests shall be required for the borrowing of any amount that singularly or in the aggregate exceeds ten (10%) percent of the total annual budget of the Community Association.

- (j) Levying fines against Owners for violations of the rules, regulations and restrictions enforced by the Community Association to govern the conduct of persons at the subdivision, including violations of the terms and conditions of the Community Declaration, Bylaws, or Rules and Regulations. The Board may levy a fine against an Owner, not to exceed \$250.00 for each violation by the Owner, or his or her tenants, guests or visitors, and a separate fine for each day of a continued violation up to an aggregate fine of no more than \$5,000.00, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the imposition of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board shall have the authority to adopt rules, regulations, and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the governing documents that have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Community Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Community Association. The hearing shall be conducted before a panel of three (3) Owners appointed by the Board (sometimes referred to as the compliance committee or panel), none of whom may then be serving as a director, officer, or employee of the Community Association, or be a spouse, parent, child, brother, or sister of an officer, director, or employee. In no event shall more than one person from the same Lot be appointed to the compliance panel, and no person from a Lot may be appointed if another representative of that Lot is then serving on the Board.

If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be imposed and the Community Association shall not collect from the owner any costs, expenses, or attorney fees relating to the attempt to levy a fine.

If the panel, by majority vote, which may be taken by secret ballot, determines to approve the levy of a fine, the fine shall be imposed and the owner shall be liable for all attorney fees and costs incurred by the Community Association incident to the levy and collection of the fine. Any partial payments received by the Community Association shall be first applied against attorney fees, then costs, then the unpaid fines.

The minutes of the hearing shall contain a statement of the results of the hearing, and the fine, if any, that was imposed.

If permitted by law, the Community Association shall have the right to file a lien against the Owner's Lot to secure an unpaid fine, and costs and attorney fees incurred by the

Community Association incident to the levy or collection of the fine, which lien may be foreclosed by the Community Association in the same manner as a mortgage.

- (k) Suspend, for a reasonable period of time, the right of an Owner, or an Owner's tenant, guest, or invitee, to use the community common areas, common facilities, or any other Community Association property, for failure to comply with the governing documents or rules and regulations.

The due process requirements, including the right to a hearing before a hearing panel, as set forth above in subsection "j" as to fining, shall be applicable to suspensions under this subsection 'k'.

No suspension shall prohibit an Owner or tenant from having vehicular and pedestrian ingress to and egress from a Lot, including but not limited to, the right to park a motor vehicle.

The due process requirements provided herein for suspensions shall not apply to suspensions of voting rights or use rights due to a unit owner being more than 90 days delinquent in paying a monetary obligation to the Community Association, which may be imposed by action at a duly noticed Board meeting. Upon approval, the Community Association shall notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery.

- (l) Borrowing money, pledge regular or special assessments as collateral, and assign rights of collection to the lender in the event of a default under the loan, when required in connection with the operation of the Community Association or the maintenance, repair, replacement or improvement of the community common areas or Association Property; provided, however, that approval by not less than two-thirds (2/3rds) of the voting interests of those members who are present in person or by proxy at a duly noticed and convened membership meeting shall be required for the borrowing of any sum in excess of five percent (5%) of the annual budget of the Community Association, including reserves.

- (m) Contracting for the maintenance of the subdivision property, and management services. All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Community Association shall obtain at least two competitive bids for any contract which requires payment exceeding five (5%) percent of the total annual budget of the Community Association (except for contracts with employees of the Community Association, management firms, attorneys, accountants, architects, engineers, or landscape architects), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Community Association. The Board need not accept the lowest bid.

Contracts must disclose any financial or ownership interest a board member, or any party providing maintenance or management services to the Community Association, holds with the contracting party. Any contract between the Community Association and an officer or director, or a non-natural entity in which an officer of director holds a financial interest, must comply with Section 617.0832 Fla. Stat., and be approved by not less than two-thirds of the entire membership of the board. At the next regular or special meeting of the members, the existence of the contract shall be disclosed to the members. Upon motion of any member, the contract shall be brought up for a vote and may be cancelled by a majority vote of the members present in person or by proxy. Should the members vote to cancel the contract, the Community Association shall only be liable for the reasonable value of goods or services provided up to the

time of cancellation, and shall not be liable for any termination fee, liquidated damages, or other form of penalty for such cancellation.

- (n) Exercising (i) all powers specifically set forth in the Community Declaration, the Articles, these Bylaws (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.
- (o) Convey a portion of the common areas to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

7. Emergency Board Powers.

In the event of any "emergency" as defined in Section 7(g) below, the Board may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207 and 617.0303, Fla. Stat., as amended from time to time.

- (a) The Board may name as assistant officers persons, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Community Association.
- (b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (c) During any emergency the Board may hold meetings with notice given only to those directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such a meeting shall constitute a quorum. Notice of such meetings shall also be posted on the subdivision property, if possible, as soon as practicable after the need for emergency meeting is known to the Community Association.
- (d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Community Association shall bind the Community Association, and shall have the rebuttable presumption of being reasonable and necessary.
- (e) Any officer, director, or employee of the Community Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (g) For purposes of this Section only, an "emergency" exists only during a period of time that the subdivision, or the immediate geographic area in which the subdivision is located, is subjected to:
  - (1) a state of emergency declared by local civil or law enforcement authorities;
  - (2) a hurricane warning;
  - (3) a partial or complete evacuation order;
  - (4) federal or state "disaster area" status; or

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

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

## 8. Officers.

- 8.1 Executive Officers. The executive officers of the Community Association shall be a President, Vice-President, a Treasurer, and a Secretary. The President and Vice-President must be Governors. All officers shall be elected by the Board and may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one (1) office, except that the President may not also be the Secretary or Treasurer. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Community Association.
- 8.2 President. The President shall be the chief executive officer of the Community Association, and shall have all of the powers and duties that are usually vested in the office of president of an Community Association.
- 8.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of an Community Association and as may be required by the directors or the President.
- 8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members, shall attend to the giving of all notices to the members and directors and other notices required by law, shall have custody of the seal of the Community Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Community Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an Community Association and as may be required by the directors or the President.
- 8.5 Treasurer. The Treasurer shall have custody of all property of the Community Association, including funds, securities and evidences of indebtedness, shall keep books of account for the Community Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the directors or the President. All monies and other valuable effects shall be kept for the benefit of the Community Association in such depositories as may be designated by a majority of the Board.
- 8.6 Delegation. The Board may delegate any or all of the functions of the Secretary or Treasurer to an agent, committee or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of such functions.

9. Compensation. Neither Governors nor officers shall receive compensation for their services as such, nor shall a Governor or officer contract, directly or indirectly, to provide goods or services to the Community Association.
10. Resignations. Any Governor or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Governor or officer shall constitute a resignation of such Governor or officer without need for a written resignation. Any officer or Governor delinquent in the payment of regular assessments in excess of 90 days shall constitute a resignation of such Governor or officer without need for a written resignation. The unexcused absence from three (3) consecutive Board meetings shall also constitute a resignation of such Governor without need for a written resignation.
11. Fiscal Matters. The provisions for fiscal management of the Community Association set forth in the Community Declaration shall be supplemented by the following:
  - 11.1 Budget. The Board shall prepare and approve an annual budget of common expense for the subdivision. The assessments shall be payable on a quarterly basis on the first day of January, April, July and October of each year. If an annual budget has not been adopted by the first of the year, it shall be presumed that the annual assessment is the same as the prior year.
  - 11.2 Reserves. The Board may establish one or more reserve accounts for deferred maintenance and capital improvements. Funding formulas for reserves shall be based on either a separate analysis of each of the required assets, or a pooled analysis of two or more of the required assets, in the reasonable discretion of the Board.
  - 11.3 Contingency Account. In addition to the reserves described in Section 11.2 above, the Board may establish one or more contingency accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements, or special projects. These contingency funds may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so funded shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.
  - 11.4 Special Assessments. Special assessments may be levied by the Board to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 5.7 above; and the notice to the Owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law. All special assessments shall be secured by a lien in the same manner as regular assessments per the Community Declaration.
  - 11.5 Insurance or Fidelity Bonds. The President, Secretary and Treasurer, and all other persons who are authorized to disburse Community Association funds shall be insured or bonded in such amounts as may be required by law or otherwise determined by the Board. The premium on such insurance or bonds is a common expense.
  - 11.6 Financial Reports. The Board shall, as a minimal requirement, prepare a report showing in reasonable detail the financial condition of the Community Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board must if required by law and not waived by the membership, and may otherwise in their discretion, engage a CPA and have a more

comprehensive analysis accomplished. The annual financial report shall be mailed or delivered to the members not later than June 1 of each year. In lieu of the distribution of financial reports as provided herein, the Community Association may mail or deliver to each member not later than June 1 a notice that a copy of the financial report will be mailed or hand delivered to the Owner, without charge, upon receipt of a written request from the Owner.

- 11.7 Fiscal Year. The fiscal year for the Community Association shall be the calendar year. The Board may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.
- 11.8 Depository. The depository of the Community Association shall be such bank, banks or other federally insured depository as shall be designated from time to time by the Board and in which the monies of the Community Association shall be deposited not to exceed the amount of federal insurance available provided for any account. The Board may authorize a number of persons to withdraw or transfer funds from those accounts, and all withdrawals and transfers must be approved by two (2) of those authorized persons. All funds shall be maintained separately in the Community Association's name.
12. Roster of Lot Owners. The Community Association shall maintain a list of Lot Owners and their addresses. Only Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence of their ownership interest in a Lot and shall waive in writing notice of such meeting.
13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Community Association meetings when not in conflict with the law, the Community Declaration, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board to regulate the participation of Lot Owners at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations, provided however, failure to comply with Roberts' Rules shall not invalidate otherwise valid acts.
14. Amendments. These Bylaws may be amended in the following manner:
  - 14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
  - 14.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board, or by not less than 20% percent of the voting interests of the Community Association.
  - 14.3 Approval. Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved by not less than a majority of the entire membership of the Board.
  - 14.4 Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Community Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County.
  - 14.5 Distribution of Recorded Amendments. A copy of the recorded amendment shall be distributed to all members within thirty (30) days of recording. Owners having not less than ten (10%) percent of all membership voting interests may, within sixty (60) days of the recording of any amendment, request in writing that a meeting of the members be called to discuss and vote on the amendment. In such event, the Board shall promptly call such

meeting. At such meeting, if a quorum is obtained, a majority of the voting interests participating in person or by proxy, may revise or repeal the amendment adopted by the Board, or any part thereof. If no member meeting is requested, or a quorum is not obtained at such meeting, or if at such meeting there is no majority vote against such amendment, then the amendment shall remain in effect.

15. Rules and Regulations. The Board may, from time to time, adopt, amend, or add to rules and regulations governing the use of community common areas, and the operation of the Community Association. However, any Board-promulgated rule may be rescinded or amended upon the vote of not less than a majority of the voting interests of the members participating in person or by proxy at a duly noticed membership meeting. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board to each Owner not less than thirty (30) days prior to the effective date thereof, and shall be valid and enforceable notwithstanding whether recorded in the public records.
16. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
17. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
18. Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Community Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.
19. Social Activities. The Board shall have the authority to expend, in each fiscal year, not more than one (1%) percent of the Community Association operating budget for social activities, including without limitation, parties held for the benefit of owners, residents, and employees of the Community Association, get well cards, flowers, and similar social activities, all of which shall be a common expense of the Community Association.

In witness whereof, Turtle Rock Community Association, Inc. has executed these Amended and Restated Bylaws this 7<sup>th</sup> day of January, 2016.

Tiffany Cox  
 Witness Signature

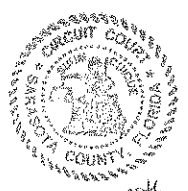
Tiffany Cox  
 Printed Name

Ryan A. Montoy  
 Witness Signature  
Ryan A. Montoy  
 Printed Name

STATE OF FLORIDA  
 COUNTY OF SARASOTA

**Turtle Rock Community Association, Inc.**

[Signature]  
 By: **Kathrin Harris, President**



STATE OF FLORIDA, COUNTY OF SARASOTA  
 I hereby certify that the foregoing is a true and correct copy of pages 1 through 16 of the instrument filed in this office. The original instrument filed contains 16 pages.

This copy has no redactions.  This copy has been redacted pursuant to law.

Witness my hand and official seal this 7 day of January, 2016  
**KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT**  
 By: [Signature]

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2016, by Kathrin Harris, as President of Turtle Rock Community Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, she is personally known to me.

Tiffany Cox  
 Notary Public

