Recorded in Public Records 08/17/2007 at 03:08 PM OR Book 6202 Page 1249, Instrument #2007079510, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $180.00

This instrument prepared by
And return to:
Name of Drafter: Vera Knapp, Perdido Sun President
Address of Association: 13753 Perdido Key Drive
Pensacola, FL 32507

AMENDED AND RESTATED BYLAWS OF
PERDIDO SUN, A CONDOMINIUM

WHEREAS, on October 3, 1985, a Declaration of Condominium of PERDIDO SUN, A Condominium was recorded in the Official Record Book 2125, at Page 724 of the Public Records of Escambia County, Florida; and

WHEREAS, on June 26, 1987 the Association executed a *Certificate of Amendment to Bylaws of Declaration of Condominium of Perdido Sun, a Condominium*, correcting scrivener's errors in Exhibit 5 regarding the percentage of ownership in common elements, common surplus and share of common expenses pursuant to paragraph 19.11.1 of the Declaration and Florida Statute 718.110(5) was recorded in the Official Records Book 2125, Page 724 through 845, in the Public Records of Escambia County, Florida (First Amendment); and

WHEREAS, on April 27, 1992 the Association executed a *Certificate of Amendment to Bylaws of Declaration of Condominium of Perdido Sun, a Condominium*, amending Article III, Section 3.2 of the Bylaws of the Association, which Certificate of Amendment was recorded in the Official Records Book 2125, Page 724, in the Public Records of Escambia County, Florida (Second Amendment); and

WHEREAS, the Board of Directors and the Members of the Association desire to further amend and restate the *Bylaws of Perdido Sun, a Condominium,* to clarify and bring into compliance with current law said Bylaws for the Association.

NOW, THEREFORE, the Association, acting through its President and Board of Directors, and on behalf of the Members of the Association, hereby amends and restates its Bylaws as follows:

CHANGE IN THE DECLARATION OF CONDOMINIUM
PERDIDO SUN, A CONDOMINIUM

Section 12.3 **Proxies.**

Current Wording:

In all matters, a written proxy filed with the Secretary of the Association shall empower another to vote for the Unit Owner executing such proxy. Such written proxy or authorization, shall be effective only for the meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be voted 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 any time at the pleasure of the Unit Owner executing it.

Change Needed for Declaration and Bylaws to be consistent:

- **Omit** first three words in first sentence: "In all matters."
- **Add:** Proxies may not be used to elect members to the Board of Directors.

Changes:

~~In all matters~~, a written proxy filed with the Secretary of the Association shall empower another to vote for the Unit Owner executing such proxy. Such written proxy or authorization, shall be effective only for the meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be voted 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 any time at the pleasure of the Unit Owner executing it. *Proxies may not be used to elect members to the Board of Directors.*

If approved by a majority of the members of the Board and by the Owners of 2/3 of the units, Section 12.3 would then read:

A written proxy filed with the Secretary of the Association shall empower another to vote for the Unit Owner executing such proxy. Such written proxy or authorization, shall be effective only for the meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be voted 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 any time at the pleasure of the Unit Owner executing it. Proxies may not be used to elect members to the Board of Directors.

1. IDENTIFICATION OF ASSOCIATION

1.1 **Name and Purpose of Association.** These are the Bylaws of the Perdido Sun Condominium Association, Inc., hereinafter referred to as the "Association", as duly adopted by the Board of Directors of the Association. The Association is a corporation not for profit organized pursuant to and under Chapter 617 of the Florida Statutes, for the purpose of administering, managing, operating and maintaining Perdido Sun, A Condominium, which is located in the County of Escambia, State of Florida.

1.2 **Office.** The office of the Association shall be 13753 Perdido Key Drive, Pensacola, Florida 32507.

1.3 **Seal.** The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation of the Association.

2. DEFINITIONS:

The terms contained in these Bylaws which are contained in Chapter 718, Florida Statutes (the "Condominium Act") shall have the meaning of such terms set forth in such terms set forth in such Act, and the following terms shall have the following meanings:

(a) "Perdido Sun, A Condominium" and "the Condominium" are the names by which the Condominium Property, as hereafter defined, may be identified herein.

(b) "Condominium Property" means the land, all improvements thereon, and all personal property used in connection therewith, which are submitted to condominium ownership under the Declaration, as hereinafter defined, and as are more particularly described therein, and all easements and rights appurtenant thereto.

(c) "Unit" means a "unit", as defined in the Condominium Act and the Declaration, which is part of the Condominium Property.

(d) "Common Elements" means the portions of the Condominium Property not included in the Units, and all property, installations and easements described in Section 718.100 of the Condominium Act.

(e) "Developer" means Perdido Sun, Ltd., a Florida Limited Partnership, and the successors to and assigns of the rights thereof under these Bylaws; provided, however, an Owner shall not solely by the purchase of a Unit be deemed a successor to assignee of the rights of Developer under these Bylaws unless such Owner is specifically so designated as such a successor to or assignee of such rights in the respective instrument of conveyance or any other instrument executed by Developer.

(f) "Association" or "Condominium Association" means Perdido Sun Condominium Association, Inc., a Florida corporation not for profit.
(g) "Board" means the Board of Directors of the Association.
(h) "Member" means a member of the Association, including Developer, so long as Developer owns a unit.
(i) "Articles" means the Articles of Incorporation of the Association.
(j) "Bylaws means these Bylaws of the Association.
(k) "Rules" means any rules and regulations duly promulgated by the Board pursuant to its powers under any of the "Condominium Documents" as hereinafter defined.
(l) "Declaration" means the Declaration of Condominium of Perdido Sun, A Condominium.
(m) "Condominium Documents" means the Declaration, the Articles, these Bylaws, the Rules, and any document or instrument referred to or contemplated by the foregoing documents.
(n) "Common Expense" means all expenses incurred by the Association.
(o) "Budget" means the annual budgets prepared and adopted by the Board for Common Expenses anticipated for the forthcoming year.
(p) "Institutional First Mortgage" means any commercial bank; savings bank; savings and loan association; life insurance company; federal agency; corporation or association; mortgage lending corporation; association or trust; real estate investment trust; any affiliate or subsidiary of the foregoing; any mortgagee who joins in and consents to the Declaration; Developer; and any successors or assigns thereof; if and as along as the respective entity or person holds a first mortgage on a Unit.

3. MEMBERSHIP, MEMBERS' MEETINGS, VOTING AND PROXIES:

3.1 **Qualifications.** Those persons, partnerships, joint ventures, corporations or other legal entities who presently own or hereafter acquire title to a Unit(s) in Perdido Sun, A Condominium, shall be members of the Association. Each unit shall be entitled to only one (1) vote. If a unit is owned by more than one (1) natural person, or a corporation, partnership, or other business entity, then the voting interest in that unit shall be exercised only by such natural person as shall be named in a voting certificate signed by all the natural persons who are owners or by the Chief Executive Officer of the business entity, which voting certificate shall be filed with the Secretary of the Association among its official records. In the event a unit is owned by a husband and wife, no voting certificate shall be required in order for that unit to vote its shares. Membership in the Association shall be terminated when a person or entity no longer owns a unit in the Condominium. Termination of membership occurs at the time of closing for purposes of clarification.

3.2 **Annual Meeting.** The annual meeting of the Members shall be held at such time and place in Escambia County, Florida as designated in the notice of such meeting by the Board of Directors. The annual meeting shall be held on the first Saturday

in November of each year (the "Annual Meeting"); provided, however that if that day is a weekend that contains a legal holiday, then the meeting shall be held at the same hour on the next succeeding Saturday which is not a legal holiday. The purpose of an Annual Meeting shall be to hear reports of the officers, elect members of the Board and to transact any other business, authorized to be transacted by the members at such Annual Meeting.

3.3 **Special Meeting**. Except as modified by the specific requirements for special kinds of Unit Owner meetings as set out in these Bylaws, notice of special meetings shall be delivered to each Unit Owner not less than fourteen (14) days nor more than sixty (60) days before the date of the meeting. Special meetings of the Members shall be held at any place within the County of Escambia, State of Florida whenever called by the President or Vice President of the Association or a majority of the Board. A special meeting must be called by the President or Vice President of the Association upon receipt of a written request from ten (10%) percent of the entire membership of the Association. Requests for a meeting by the Unit Owners shall state the purpose of the meeting and business conducted at any special meeting shall be limited to the matter(s) stated in the notice for that special meeting

3.4 **Meetings Open to Mortgagees.** Meetings of the Members shall be open to any Institutional First Mortgagee or a representative thereof; provided, however, except as is permitted or contemplated by these Bylaws or by any other Condominium Document, no such Institutional First Mortgagee or its representative shall be entitled to participate in any such meeting but shall only be entitled to act as an observer thereat.

3.5 **Notice of Meeting(s).** A written notice of all meetings of Members (whether the Annual Meeting or a special meeting of the Members) shall be mailed, certified mail, to each Member entitled to vote thereat at his last known address as it appears on the books of the Association not less than fourteen (14) days nor more than thirty (30) days prior to the date of such meeting, or within such other time periods as are specifically required under the Articles, these Bylaws or the Condominium Act, and the post office certificate of mailing shall be proof of such mailing. The notice shall state the time and place of such meeting and the purpose for which the meeting is called and shall be signed by an officer of the Association. Notice of all meetings of Members shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to any such meeting. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting, which waiver shall be in writing and shall be deemed to be receipt by such Member of notice of such meeting. An officer of the Association or Association Manager or other designated person providing notice of the Member's meeting (including annual meetings of owners) shall provide an affidavit or United States Postal Service Certificate of mailing to be included in the official records of the

Association affirming that the notice was mailed in accordance with these Bylaws.

3.6 **Action by Written Agreement.** The Members may, at the discretion of the Board, act by written agreement in lieu of a meeting, provided, that written notice of the matter or matters to be determined by such Members is given to the Members at the addresses and within the time periods set forth in Section 3.5 immediately preceding for notices of meetings of Members or is duly waived in accordance with such Section. Any determination as to the matter or matters to be determined pursuant to such notice by the number of persons that would be able to determine the subject matter or matters to be determined pursuant to such notice by the number of persons that would be able to determine the subject matter at a meeting shall be binding on all of the Members; provided, however, that a quorum of the membership responds in writing to such notice in the manner set forth in the notice. Any such notice shall set forth a time period during which time a response may be made thereto.

3.7 **Quorum and Action.** A quorum of the Members shall consist of a majority of Unit Owners entitled to cast votes. A Member may join in the action of a meeting of Members by signing the minutes thereof or an attendance sheet thereat, and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. Such method of determining a quorum shall not preclude such a determination by showing of hands at the opening of the meeting. Matters approved by a majority of Members present, in person or by proxy, at a meeting at which a quorum is present shall constitute the official acts of the Members, except as otherwise specifically provided by law, the Declaration, the Articles, and other Condominium Document, or elsewhere herein.

3.8 **Adjournment.** If at any meetings of the Members there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business that might have been transacted at a meeting of the Members as originally called may be transacted at any adjourned meeting thereof. In the case of the adjournment of a meeting, the requirement, if any, and manner of notice to the Members of such adjournment shall be as determined by the Members.

3.9 Minutes. Minutes of all meetings of the Members shall be kept in a book in a businesslike manner and be available for inspection by the Members, their authorized representatives, and directors at the offices of the Association at all reasonable times. The Association shall retain said minutes for a period of not less than seven years.

3.10 **Proxy.** Voting rights of Members shall be as stated in the Articles. Such votes may be cast in person or by proxy. "Proxy is defined to mean an instrument containing the appointment of a person who is substituted by a member to vote for him and in his place and stead." Except as specifically provided, Unit Owners

may not vote by general proxy, but may vote by limited proxy substantially conforming to a limited proxy form provided by the Association. Limited proxies and general proxies may be used to establish a quorum. No proxy, limited or general, shall be used in the election of Directors. Limited proxies shall be used for votes taken to waive or reduce association reserves, for votes taken to waive the requirement to deliver to the Unit Owners a complete set of financial statements for each preceding fiscal year, for votes taken to amend the Declaration of Condominium, the Articles of Incorporation, or the Bylaws, or for any other matter for which a Unit Owner is required or permitted to vote. General proxies may be used for other matters for which limited proxies are not required. Each proxy shall set forth specifically the name of the person voting by proxy, the name of the person authorized to vote the proxy, and the date the proxy was given. Each proxy shall contain the date, time, and place of the meeting for which the proxy is given. The proxy shall be valid only for the particular meeting or meetings for which originally given and any adjournments thereof, if so stated, or any other period of time designated therein. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which was given, and may be revoked at any time by the Unit Owner executing it. The proxy shall be signed by the Unit Owner or by the person designated in the voting certificate. The proxy shall be filed with the Board Secretary any time before the appointed time of the meeting in order to be effective. Proxies shall in no event be used in electing the board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise unless provided in these Bylaws. Nothing contained herein shall prevent Unit Owners from voting in person.

3.11 **Written Ballot**. At any time prior to a vote upon any matter at a meeting of the Members, any Member may raise the question of use of a secret written ballot for the voting on any matter. In the event of the use of such secret written ballot, the Chairman of the Meeting shall call for nominations and election of inspectors of election to collect any tally such written ballots upon the completion of the balloting upon such matter.

4. BOARD OF DIRECTORS, DIRECTORS' MEETINGS

4.1 Number and Qualifications. The business of the Association shall be managed by a Board of five (5) directors. Directors must be either Unit Owners, officers of a corporate Unit Owner or partners of a partnership Unit Owner. No Director shall continue to serve on the Board after he/she ceases to be a Unit Owner, an officer of a corporate Unit Owner or a partner of a partnership Unit Owner. For clarification, ownership ceases at the time of the formal closing of the unit sale.

4.2 Election of Board of Directors. Directors shall be elected at the annual Unit Owners' meeting. Each unit owner shall be entitled to cast votes for each of as many nominees as there are vacancies. Neither general nor limited proxies shall be used for the general election of Directors or elections to fill vacancies caused by recall, resignation, or otherwise provided in Statues or these Bylaws. There shall be no cumulative voting. Not less than sixty days (60) before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any eligible owner may nominate himself/herself. Nominations must be provided in written form to the Association not less than forty days (40) before a scheduled election. Together with the written notice and agenda as set forth in these Bylaws, the Association shall mail or deliver a second notice of election to all unit owners entitled to vote, together with a ballot which shall list all the candidates in alphabetical order by last name. Upon request of a candidate, the Association shall include an information sheet, which can be no longer than a one sided "8-1/2 x 11" page, which must be furnished by the candidate not less than thirty-five days (35) before the election, to be included with the mailing of the ballot. The Association may print or duplicate the information sheets on both sides of the paper. The Association shall be responsible for the cost of mailing and copying all election information. The Association shall not be liable for the contents of the information sheets prepared by the candidates. Election shall be decided by a plurality of votes. There shall be no quorum requirement. However, at least twenty percent (20%) of the eligible voters must vote to have a valid election. No Unit Owner shall permit any other person to vote his/her ballot, and any such ballot shall be void. A Unit Owner who needs assistance in voting for the reasons stated in Section 101.051, Florida Statutes, may obtain such assistance. Notwithstanding provisions of this Paragraph 4.2, an election is not required unless there are more candidates available for election than vacancies exist on the Board. Any notice required herein shall be provided in accordance with Paragraph 3.5 above.

4.3 Vacancy. Except for vacancies resulting from removal of Directors, vacancies occurring between annual unit owner meetings of the members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors, irrespective of the length of the remaining term of the vacating Director.

4.4 **Term of Directors.** It is the desire of this Association to promote continuity on its Board of Directors. For this reason, the term of office shall be two years. Because it is also necessary to keep a Board of Directors revitalized and viable, a system of staggered terms is adopted. Staggered terms will begin with the election in the year 2007. The five elected directors shall determine among themselves whether they will serve a one or two year term. Thereafter, all elected directors will serve for two years. This section will not apply to directors who have been elected for less than a full term as a result of a vacancy or removal,

who shall serve out the remaining term of their predecessor. A director's term of service may be terminated as a result of removal proceedings, set fort in these Bylaws.

4.5 **Removal by Members.** Any Director, except those selected by the Developer, may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all voting interests. A special meeting of the Unit Owners to recall a Director or Directors may be called by 10% of the voting interests giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the meeting. Before any director is removed from office, he shall be notified in writing fourteen (14) days prior to the special meeting at which a motion for his removal will be made, and such director shall be given an opportunity to be heard at such meeting should he be present thereat. Any vacancy on the Board thus created shall be filled by the unit owners (membership) at such meeting. If more than one Director is subject to recall, there shall be a separate vote on the question to remove each Director. Recalls shall be further governed by the Act and any Division regulations.

4.6 **Removal by Developer.** A director designated by Developer, as provided in the Articles, may be removed only by Developer in its sole and absolute discretion without any need for a meeting or vote. Developer shall have the unqualified right to name a successor for any director designated and thereafter removed by it or for any vacancy credited on the Board as to a director designated by it, and the Developer, upon such removal or vacancy, shall notify the Board of the name of the respective successor director, and of the commencement date for the term of such successor director.

4.7 **Organization Meeting.** The organization meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.8 **Regular and Special Meetings.** Regular meetings of the Board of Directors shall be held at such time and place in Escambia County, Florida as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, telegraph or electronic mail, at least three (3) days prior to the date stated for such a meeting.

Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone, telegraph or electronic mail prior to the date stated for such meeting. Notice shall state the time, place and purpose of the special meeting.

Meetings of the Board, at which a quorum of the Directors is present, shall be open to all Unit Owners. A quorum is defined as a majority of the Directors

attending either in person or telephonically. Unit owners shall have the right to speak at meetings, following the adopted rules governing the frequency, duration and manner of unit owner statements. Any such rules must first be adopted in written form and said rules distributed to unit owners and/or posted in the meeting room where the meeting(s) take place. Paragraph 4.15 details rules of "Owners Right to be Heard" at regular and special meetings of the Board of Directors.

4.9 **Notice of Meetings.** In addition to the directors' notification of the time and place of regular and special meetings as stated in Paragraph 4.8, the board shall by duly adopted rules, designate a specific location on the Condominium Property for the posting of notices for all Board meetings. A copy of the notice of all Director or committee meetings shall be posted conspicuously at the selected location at least forty-eight (48) continuous hours before the meeting, except in an emergency. The notice shall include an identification of agenda items, and the date, time and location of the meeting. Any item not included on the notice of a regular or special meeting may be taken up on an emergency basis by at least a majority plus one (1) of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notice of any meeting where assessments against Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any director before, during or after such meeting, and such waiver shall be deemed receipt of notice of such meeting by such director.

4.10 **Quorum.** A quorum at meeting of the Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws. If there is less than a quorum present at any meeting of the Directors (Board) the majority of those present may adjourn the meeting until a quorum is present; provided however that notice of the adjourned meeting of the Association membership must be posted conspicuously forty-eight (48) continuous hours preceding the meeting in accordance with 718.112(2)(c), Florida Statute. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted. There shall be no voting by proxy at any meeting of the Board.

4.11 **Presiding Officer.** The presiding officer at Board meetings shall be the President or, in his/her absence, the Vice President. In the absence of the President and Vice President, the Directors present shall designate any one of their number to preside. All officers and Directors of the Board shall be Unit Owners.

4.12 **Directors' Fees (Compensation).** Directors shall serve without pay. Directors shall be responsible for their own travel expenses incurred traveling to and from meetings. Directors, however, shall be entitled for expenses reasonably incurred in the discharge of their duties. The Board of Directors shall determine what expenses are reimbursable.

4.13 **Minutes.** Minutes of all meetings of the Board and the annual owners' meeting shall be kept in a book open to inspection by any unit owner or the authorized representative of such owner and Directors at all reasonable times. The minutes of said meetings will be retained by the Association for a period of not less than seven (7) years. Unit owners and their authorized representative shall have the right to make or obtain copies at the reasonable expense, if any, to the unit owner.

4.14 **Executive Committees.** The Board, by resolution, may appoint an executive committee to consist of one or more Directors. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall NOT have the power to: (a) determine the common expenses required for the operation of the Condominium; (b) determine the assessments payable by the unit owners to meet the common expenses of the Condominium; (c) adopt or amend rules and regulations covering the details of the operations and use of the Common Elements; (d) purchase, lease or otherwise acquire units in the Condominium in the name of the Association; (e) approve any actions or proposals required by the Act, the Declaration, the Articles or these Bylaws to be approved by unit owners; or (f) fill vacancies on the Board. Meetings of the executive committee shall be open to Unit Owners.

4.15 **Turnover.** When Unit owners other than Perdido Sun, Ltd. (the Developer) own fifteen (15%) percent but less than fifty (50%) percent of the Units that ultimately will be operated by the Association, the Unit owners, other than the Developer, shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. The Unit owners, other than the Developer, shall be entitled to elect not less than a majority of the members of the Board of Directors, three (3) years after sales by the Developer have been closed on fifty (50%) percent of the Units that will be ultimately will be operated by the Association, or three months after sales have been closed by the Developer of ninety (90%) percent of the Units that ultimately will be operated by the Association, or when all of the Units that ultimately will be operated by the Association have been completed and some have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, or when some of the Units that will ultimately be operated by the Association have been sold and none of the others are being offered for sale by the developer in the ordinary course of business, whichever shall first occur.

4.16 **Owners Right to be Heard.** Owners who attend Board (Directors) meetings have the right to speak at such meetings. The Board of Directors may adopt written reasonable rules governing the frequency, duration, and manner of unit owner statements. Board agendas are posted on the condominium property at least 48 continuous hours preceding the meeting, except in an emergency, however, recognizing that owners, because of the distance they travel or other reasons, may not be able to view agendas in time to request time to speak on an agenda item, the following rules are established: (a) Any owner wishing to speak on an agenda item will be allocated time after the Board of Directors have made their motions on the agenda item and completed their discussion. (b)Upon completion of board discussion on the agenda item, an owner may raise his hand and be recognized by the Board President before speaking to the agenda item. (c) The owner will be allocated three minutes to speak on the agenda item and may only speak once to the item. (d) Upon completion of owners input, the Board of Directors can discuss the agenda item further or call for the vote on the agenda item. The above procedure does not preclude the Board of Directors to also include on its agenda a section for "Home Owners Time to be Heard." Owners during this time may speak on any subject they choose. An owner will be limited to three minutes and may speak only once.

4.17 **Disqualification and Resignation.** Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect upon receipt by the Secretary, unless it states differently. Any Director who is absent from more than three consecutive regular meetings of the Board, unless excused by resolution of the Board, shall be deemed to have resigned from the Board automatically, effective when accepted by the Board.

5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All the powers and duties of the Association, including those under any Declaration, the Article, these Bylaws, and any other Condominium Documents, shall be exercised exclusively by the Board unless otherwise specifically delegated to duly authorized agents, contractors or employees or members of the association. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Condominium Act and the Condominium Documents. The powers and duties of the Board shall include, but not be limited to the following:

5.1 **Establish Rules.** The Association may adopt reasonable rules and regulations for the operation and use of the common elements, common areas and recreational facilities serving the Condominium. They will remain enforced unless a majority of the Board of Directors approves changes in the rules and regulations necessary to govern the Condominium operations.

5.2 **Make and Collect Assessments for Common Elements.** The Board of Directors (Association) has the power to make and collect assessments and to lease, maintain, repair and replace the common elements. The Board of Directors will annually determine the amount of the assessment needed to provide funds to pay the expenses of the Association. Assessment payments to be collected by the Association shall be made directly to the Association by the Members in the manner set forth in the Declaration. A user fee may NOT be charged to Owners for the use of the common elements or Association property unless such fee is provided for in the Declaration, approved by a majority vote of the unit owners, or relate to expense incurred by the unit owner having exclusive use of the common element or Association property. This does not preclude, however, owners who request use of a common element for private use being charged for set-up or cleaning of the common element to be used. The Board of Directors will set guidelines for said charges.

5.3 **Maintenance, Management and Operation of the Condominium Property.** The Board of Directors (Association) shall assume responsibility to ensure that resources are available for the maintenance, management and operation of the Condominium Property.

5.4 **Repair or Reconstruct Improvements.** The Board of Directors (Association) shall ensure that Condominium Property and Common Elements are maintained, repaired and replaced, constructing and reconstructing the Condominium Property in the event of casualty or other loss thereof and making further authorized improvements of the Condominium Property, following the requirements set forth in the Declaration, the Articles and these Bylaws, as well as those set forth in the Condominium Act.

5.5 **Seek Legal Counsel.** The Association (Board of Directors) has the power to seek legal counsel to enforce the provisions for the Condominium Documents, including the Declaration of Covenants, as defined in the Declaration and the Condominium Act. The Board of Directors may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all unit owners concerning matters of common interest, including but not limited to the common elements and commonly-used facilities.

5.6 **Professional Services.**. The Association (Board of Directors) may retain for professional services independent contractors and professional personnel. The professional services may include, but not limited to, entering into and terminating service, supply and management agreements and contracts to assist the Board in the administration, management and operation of the Condominium and the Association and the maintenance, care, repair and replacement of the condominium property, including the delegation to such parties of such function as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the common elements with funds made available by the Association for such purposes.

Notwithstanding the foregoing, the Association and its Board of Directors shall retain at all times the powers and duties granted by the Condominium Documents and the Condominium Act, including but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

5.7 **Employ Personnel.** The Association (Board of Directors) may employ and dismiss personnel as necessary for the maintenance and operation of the condominium property and may retain those professional services that are required for those purposes.

5.8 **Pay Costs of Utilities.** The Association shall pay costs of all power, water, sewer and other utilities services rendered to condominium property and not billed to individual unit owners.

5.9 **Payment of Taxes and Assessments.** The Association shall pay taxes and assessments against the common areas or Association Property, other than the individual units and assessing the same against owners.

5.10**Purchase Units.** In addition to its right to purchase units at a lien foreclosure sale, the Association generally has the power to purchase units in the Condominium and to acquire, hold, lease, mortgage and convey them.

5.11 **Insurance.** The Board of Directors (Association) shall purchase and carry insurance for the protection of owners and the Association against casualty loss of Condominium Property and liability upon the Common Elements. The Association may also obtain liability insurance for Directors, insurance for the benefit of the Association employees, and flood insurance for common elements, Association property and units. The policies will be kept in the Association office and are available for inspection by unit owners at reasonable times.

5.12 **Right of Access to Units.** The Association has the irrevocable right to access to each unit during reasonable hours as necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common areas or to another unit or units.

5.13 **Grant or Modify Easements.** The Association, without the joinder of any Unit Owner, may grant, modify or move any easement if the easement constitutes part of or crosses common elements.

5.14 **Purchase Land.** Any land may be purchased by the Association on the approval of two-thirds (2/3) of the voting interests of the Association.

5.15 **Acquire Title to Property.** The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

5.16 **Authorize Certain Amendments.** If it appears that through a drafter's error in the Declaration that the common elements, common expenses or common surplus has been stated or distributed improperly, an amendment to the Declaration to correct that error may be approved by the Board or a majority of the voting interests.

5.17 **Maintain Official Records.** The Association shall maintain all of the records, where applicable set forth in these Bylaws and Condominium Act, which shall constitute the official records of the Association.

5.18 **Furnish Annual Financial Reports to Unit Owners.** Within ninety days (90) following the end of the fiscal or calendar year, the Board of Directors of the Association shall mail or furnish by personal delivery to each unit owner, a complete financial report of actual receipts and expenditures for the previous twelve months prepared in accordance with generally accepted accounting procedures.

5.19 **Impose Fines.** The Board may impose fines on Unit Owners in such reasonable sums as they may deem appropriate, not to exceed the maximum allowed by the Division or Act for violations of the Declaration, these Bylaws, or lawfully adopted rules and regulations by Owners or their guests or tenants. The maximum fine for a single infraction shall be $100.00 and the aggregate of said fines shall not exceed $1000.00. Under no circumstances shall fines become lien-able or result in a foreclosure action.

5.20 **Evidence of Compliance to Fire and Safety Code.** The Board may accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of the Condominium units to the applicable fire and life safety codes.

5.21 **Owner Inquiries.** When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the unit owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums, and Mobile Homes. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure of the Board to comply with this provision shall preclude the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

5.22 **Approve Shutter Specifications.** Board of Directors may approve specifications for unit shutters in order to keep a uniform appearance of the

building. Specifications, when approved by the Board of Directors, will be sent to all owners of record and owners wanting to install said shutters must abide by said specifications.

6. OFFICERS OF THE ASSOCIATION

6.1 **Officers.** The Board of Directors of the Association shall elect officers annually from among themselves. All officers and Directors must be unit owners. The executive officers of the Association shall be duly elected Board Members and consist of a President, a Vice President, a Treasurer and a Secretary. Any officer may be removed without cause from office by a vote of the directors at any meeting of the Board. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board shall, from time to time, designate and elect such officers and designate their powers and duties as the Board shall determine to be necessary or appropriate for the management of the affairs of the Association.

6.2 **President.** The President shall be the chief executive officer of the Association. He shall have all the powers and duties which are usually vested in the office of a president, including, but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. The President shall preside at all meetings of the Board.

6.3 **Vice President.** The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Board.

6.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the unit owners. He shall attend to the serving of all notices to the unit owners and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform other duties, incident to the office of secretary and as may be required by the Directors or the President.

6.5 **Treasurer.** The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall ensure that books of account for the Association are kept in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects

shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

6.6 **Compensation.** As stated in 4.12 of these Bylaws, Directors/Officers shall serve without pay. Reimbursable expenses, other than those not allowable under 4.12 of these bylaws, shall be determined by the Board of Directors. Compensation for those hired to manage Association business shall be determined by the Board. This provision shall not preclude the Board from employing a director as an employee of the Association or preclude the contracting with a director or a party affiliated with a director for the management of any part of the Condominium Property.

7. ACCOUNTING RECORDS, FISCAL MANAGEMENT

7.1 **Budget.** The Board shall adopt a budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board called for the purpose at least thirty (30) days before the end of each fiscal year. The proposed annual budget of common expenses shall be detailed by accounts and expense classifications, including when applicable, but not limited to: (a) Administration of the Association, including salaries, legal and accounting, telephone, supplies and equipment; (b) Operating expenses, including electricity, gas, refuse collection, water and sewer, security; (c) Maintenance expenses, including equipment and supplies, salaries, building and grounds maintenance fees, and management fees; (d) Fixed expenses, including taxes, insurance premiums, and fees payable to Florida Division of Land Sales and Condominium, if any; (d) Operating capital; (e) Reserve accounts for capital expenditures and deferred maintenance pursuant to the Act and any Division regulations.

Copies of the proposed budget and notice of the exact time and place of the Budget Meeting shall be mailed to each member at the member's last known address as shown on the books and records of the Association not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to all of the members. Evidence of Compliance with the fourteen (14) day notice must be made by Affidavit executed by an officer of the Association or the Association Manager and filed among the official records of the Association. If a budget adopted by the Board of Directors requires assessment against the unit owners in any fiscal year exceeding 115% of the assessment for the previous year, the Board, or written application of 10% of the voting interests, shall call a special meeting of the Unit Owners within thirty (30) days. Each unit owner shall receive fourteen (14) days notice of the meeting. Notice shall be provided pursuant to Paragraph 4.8. At the special meeting, unit owners shall consider and enact a budget by not less than a majority of all voting interests. If a quorum in not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled. Provisions of reasonable reserves for repair or replacement of the Condominium Property, nonrecurring

expenses and assessments for betterment to the Condominium Property shall be excluded from the computation in determining whether assessments exceed 115% of similar assessments in previous year.

7.2 **Reserves.** The Board shall also include in any such proposed budget, to the extent required by law or determined by the Board to be necessary or appropriate, reserve accounts for general operating capital, for capital expenditures for the making of betterments to the Condominium Property, and for depreciation and deferred maintenance thereof, including, but not limited to roof replacement, building painting and pavement resurfacing.

7.3 **Deficiencies.** No Board shall be required to anticipate revenue from assessments or expend funds to pay for Common Expenses not included in the Budget or which exceed budgeted spending. Should there exist any deficiency which results from there being greater Common Expenses than income from assessment, then such deficits shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a special assessment to be levied by the Board as provided in the Declaration. Notwithstanding any provision herein to the contrary, in the event any such deficiency occurs or is reasonably anticipated to occur and the Board is unable as a matter of law or otherwise to obtain necessary funds by timely assessment, the Board is authorized to borrow funds on behalf of the Association, the cost of repayment of which, plus interest, shall be a Common Expense.

7.4 **Depository.** The depository of the Association shall be such banks or savings and loan associations as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such depository shall be only by checks signed by such persons as authorized by the Board.

7.5 **Fiscal Year**. In administering the finances of the Association, the fiscal year of the Association shall be the calendar year, and assessments shall be made not less frequently than quarterly in amounts not less than are required to provide funds in advance for timely payment of all budgeted or otherwise anticipated current operating expenses and for all unpaid operating expenses previously incurred.

7.6 **Accounting Records.** The Association shall maintain accounting records in accordance with good accounting practices. Records shall include, without limitation, a record of all receipts and expenditures, an account for each Unit designating the names and current mailing address of the Owner, the amount of the current assessment thereon and any outstanding special assessment, the dates and amounts in which assessments or installments thereof come due, the amount paid on account, and any balance due. Records shall be open to inspection by Members or their authorized representatives at reasonable times. Authorization as a representative of a Member must be in writing and be signed by the Member giving such authorization and dated within sixty (60) days of the date of any such

inspection; provided, however, an Institutional First Mortgagee shall for such purpose of inspection automatically be deemed a representative of a Member.

7.7 **Annual Audit.** An audit of the accounts of the Association, including a complete financial report of actual receipts and expenditures for the respective fiscal year, shall be made annually by an auditor, accountant or Certified Public Accountant designated by the Board, and a copy of a report of such audit shall be furnished to each Member not later than the first of April, following the fiscal year for which the report is made. The annual audited report shall, unless otherwise required by law, show receipts and expenses by account classification set forth in the annual budget for the year for which the report is made. The report shall be deemed furnished to the member upon personal delivery thereof to the member or the mailing thereof to the member's last known address as shown on the books and records of the Association.

7.8 **Fidelity Bonding.** The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association, including but not limited to, those individuals authorized to sign checks and the president, vice president, secretary, treasurer of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding.

8. RULES AND REGULATIONS

The Board may at any meeting of the Board adopt rules and regulations for the operation of the Condominium or the use of Condominium Property, or amend or rescind any such existing rules and regulations; provided however, that such rules and regulations shall not be inconsistent with any of the terms or provisions of any of the Condominium Documents. Copies of any rules and regulations as promulgated, amended, or rescinded, shall be mailed to all members at the last known address of the members as shown on the books and records of the Association and no such rule or regulation shall take effect until forty-eight (48) hours after such mailing. Electronic mailing of said rules to owners is also permissible.

9. PARLIAMENTARY RULES

ROBERT'S RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration, the Articles and these Bylaws.

10. AMENDMENT TO THE BYLAWS

10.1 **Power.** These Bylaws may be amended by the members at an Annual Meeting or a special meeting of the members and by the Board at a regular or special meeting of the Board. Approval by both members and the Board is required.

10.2 **Manner.** Subject to 10.3 below, the Bylaws may be amended, altered, supplemented or modified by the membership at the Annual Meeting, or at a duly convened special meeting of the membership attended by a majority of the membership, by vote, as follows:

A. If the proposed change has been approved by the unanimous approval of the Board of Directors, then it shall require only a majority vote of the total membership to be adopted.

B. If the proposed change has not been approved by unanimous vote of the Board of Directors, then the proposed change must be approved by two-thirds (2/3) of the total vote of the membership.

No amendment shall change the rights and privileges of the Developer referred to in the Declaration without the Developer's written approval.

10.3 **Developer Amendment.** Until the first election of all Directors by unit owners other than the Developer, and so long as the Developer shall have the right to fill vacancies existing in the original Board of Directors, proposal of an amendment and approval thereof shall require only the affirmative action of a majority of the Directors, and no meeting of the condominium unit owners nor any approval thereof need to be had.

10.4 **Restrictions on Amendment.** Provided, however, that no amendment shall discriminate against any condominium unit owner nor against condominium unit or class or group of units unless the condominium owners so affected consent. No amendment shall be made that is in conflict with the Condominium Act, the Articles of Incorporation or any of the provisions of the Declaration of Condominium. No amendment shall be adopted without the consent and approval of the Developer so long as it shall own one (1) or more of the condominium units.

10.5 **Form of Amendment.** Any instrument amending the Bylaws shall identify the particular Section or Sections being amended and give the exact language to such amendment. Normally proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed changes are so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANITAL REWORDING OF BYLAW. SEE BYLAW NUMBER ---- FOR PRESENT TEXT" or the Board of Directors can instead present the revisions to the membership in the form of "AMENDED AND RESTATED BYLAWS." Whenever the context permits

or requires, 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.

10.6 **Recording.** A copy of each amendment shall be attached to or included in a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws. The certificate, which shall identify the first page of the book and page of the public records where the Declaration of the Condominium is recorded, and shall be executed by the President or Vice President, and attested by the Secretary of the Association. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Escambia County, Florida where the Declaration is recorded.

Pursuant to the original Bylaws of the Association, the Members and the Board of Directors were entitled to vote on the proposed amendment and restatement of these Bylaws. The foregoing amendment and restatement was approved and adopted by ---% of the Members and ___% of the Board of Directors on _____ 2004 and made effective on the date these Amended and Restated Bylaws were voted on and approved by the Members and the Directors. There is no discrepancy between the original Bylaws and the provisions of the forgoing amendment and restatement other than the inclusion of amendments adopted pursuant to Chapter 718, Florida Statutes, and the omission of matters of historical interest.

IN WITNESS WHEREOF, the undersigned duly elected President of the Perdido Sun Owner's Association has executed these Amended and Restated Bylaws on the 19th day of May, 2007.

PERDIDO SUN OWNER'S ASSOCIAITON

By Vera Knapp

Print Name: Vera Knapp
It's President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by VERA KNAPP, President of Perdido Sun Condominium Association, Inc., who is personally known to me, on this the 19th day of May 2007.

SAMUEL BRIAN STEPHENSON
Commission
Expires
Bonded thru (800)432-4254
Florida Notary Assn., Inc

NOTARY PUBLIC