

THIS INSTRUMENT WAS PREPARED BY:
KAYE BENDER REMBAUM, P.L.
MICHAEL S. BENDER, ESQ.
1200 PARK CENTRAL BOULEVARD SOUTH
POMPANO BEACH, FLORIDA 33064

**CERTIFICATE OF RECORDING
TO THE BYLAWS
OF
RESIDENCES AT VISTA TRACE MAINTENANCE ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Restrictions and Reciprocal Easements was duly recorded in Official Records Book 24317 at Page 4306 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, the Residences at Vista Trace Maintenance Association, Inc. is the entity identified in the said Declaration responsible for the operation and management of Vista Trace; and

WHEREAS, the By-Laws of the said Association have not been previously recorded in the Public Records of Miami-Dade County, Florida; and

WHEREAS, the Board of Directors of the Association desires to have the above-mentioned By-Laws entered of record.

NOW THEREFORE, the undersigned hereby certify that the By-Laws attached hereto are a true and correct copy of same as of this date.

IN WITNESS WHEREOF, we have affixed our hands this 11 day of October, 2023,
at Vista Trace, Miami-Dade County, Florida.

Witness:

By:

Print:

Print:

Address:

Address:

Witness:

Attest:

Print:

Print:

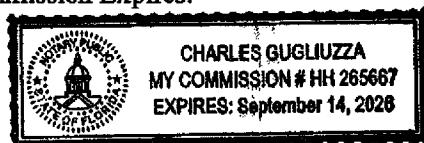
Address: 18495 S Dixie Hwy #138

Address: 381 N. Krome Ave
15400 SW 284 ST #1105
Homestead, FL 33033

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11 day of October, 2023, by Mark Minervino as President and David Tyler as Secretary of Residences at Vista Trace Maintenance Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification and did take an oath.

My Commission Expires:



BY:

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

Charles Gugliuzza
Printed Name of Notary Public

BY-LAWS
OF
RESIDENCES AT VISTA TRACE MAINTENANCE
ASSOCIATION, INC.

A Corporation Not for Profit under the Laws of the State of Florida

Article I
GENERAL INTRODUCTION

1.1. Name. The name of the corporation is RESIDENCES AT VISTA TRACE MAINTENANCE ASSOCIATION, INC., (hereinafter referred to, as the "Maintenance Association"). The principal office of the Maintenance Association shall be located in Miami-Dade County, Florida.

1.2. Applicability. The provisions of these By-Laws are applicable to the development known as RESIDENCES AT VISTA TRACE, which is located in Miami-Dade County, Florida.

1.3. Terminology. Terms used herein shall have the meanings ascribed to them in the Articles of Incorporation of the Maintenance Association (hereinafter referred to as the "Articles") or the Master Covenants referred to therein. Further, within these Bylaws, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Article II
VOTING RIGHTS, MAJORITY, QUORUM, PROXIES

2.1. Voting Rights. Each Class A Member shall be Voting Members and shall have the number of votes as set forth in the Master Covenants.

2.2. Majority of Quorum. Unless a higher percentage is required expressly in these By-Laws or in the Master Covenants or in the Articles, any action which is required to be taken by Voting Members of the Maintenance Association may be so taken by a vote of a majority of a quorum of the votes of Voting Members of the Maintenance Association present at a meeting, in person or by proxy, and for purposes hereof, and of the Master Covenants and Articles, the term "majority of Voting Members" or a reference to some specific percentage of Voting Members or votes of Voting Members shall mean a majority or specific percentage of the votes of the Voting Members, present in person or by proxy, at a duly constitutional meeting thereof and not of all of the Voting Members

themselves.

2.3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Voting Members having at least thirty percent (30%) of the total votes which may be cast by the Voting Members in good standing shall constitute a quorum of the Voting Members. Such Voting Members present at a duly called or held meeting at which a quorum thereof is present may continue to accomplish the business of the meeting until adjournment, notwithstanding the withdrawal during the meeting of enough Voting Members to leave less than such quorum. In the event, however, the required quorum is never present, the meeting may be rescheduled subject to the notice requirements set forth herein.

2.4 Proxies. Votes of Voting Members may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

Article III **ADMINISTRATION**

3.1. Place of Meetings of Members. Meetings of the Members shall be held at _____, Florida 3____, or such other suitable place as close thereto as practicable as may be designated by the Board.

3.2. Annual Meeting of Members. The annual meeting of Members shall be held on the date at the place and at the time determined by the Board, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last preceding annual meeting, if possible. At each annual meeting a Board shall be appointed or elected by the Voting Members, in accordance with the requirements of these By-Laws. At the first annual meeting, the directors shall be elected or appointed to serve until the second annual meeting, and at the second annual meeting, the directors shall be elected or appointed for a term of one (1) year beginning with the second annual meeting. Unless a director resigns before the expiration of his term of office, each director shall hold his office until his successor has been elected or appointed and has taken office. The term of office of any director elected or appointed to fill a vacancy created by the resignation of his predecessor shall be the balance of the un-served term of his predecessor. The Voting Members may also transact such other business of the Maintenance Association as may properly come before the meeting.

3.3. Special Meeting of Members. Special meetings of the Members may be called at any time by a majority of a quorum of the Board, or upon a petition signed by Voting Members holding at least one-third (1/3) of the votes of the Voting Members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.4. Notice of Meetings of Members. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of Members, stating the purpose thereof as well as the day, hour and place where it is to be held, to each Member at least seven (7) but not more than sixty (60) days prior to such meeting. Evidence of compliance with this 7 day notice requirement shall be made by an affidavit executed by the Secretary and filed upon execution among the official records of the Maintenance Association. Alternatively, the Maintenance Association may conspicuously post and repeatedly broadcast the notice and the agenda on a closed-circuit cable television system serving the Maintenance Association in accordance with the requirements of Section 720.306(5), Florida Statutes (herein the "Act"). The mailing of a notice, postage prepaid, in the manner provided in this Section, shall be considered notice served. If no address has been furnished to the Secretary, notice shall be deemed to have been given to an Owner if delivered to his Dwelling or if posted in a conspicuous place on the Common Areas. Meetings of Members shall be open to all Owners who shall have the right to speak with reference to all items open for discussion or included on the agenda. The Maintenance Association may adopt written rules governing the frequency, duration, and manner of Member statements.

Notwithstanding the foregoing, written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding the parcel use will be considered must be mailed, delivered or electronically transmitted to the Members and posted conspicuously on the Property or broadcast on closed circuit cable television not less than fourteen (14) days before the meeting and evidence of compliance must be filed among the official records of the Maintenance Association in accordance with this Section.

3.5. Adjourned Meetings. If any meeting of Voting Members cannot be organized because a quorum has not attended, the Voting Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days, nor more than thirty (30) days, from the time the original meeting was called. Such adjourned meetings may be held only upon a new notice thereof as provided in this Article, except that notice shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

3.6. Order of Business. The order of business at all meetings of the Members shall (unless waived) generally be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice and waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of directors (when applicable); (g) unfinished business; and (h) new business.

3.7. Action Without Meeting. Any action which under the provisions of Florida law may be taken at a meeting of the Members, may be taken without a meeting if authorized in writing by the requisite percentage of all Voting Members who would be entitled to vote at a meeting for such purpose, and if thereafter filed with the Secretary.

3.8. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed to truthfully evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given. Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a meeting of the Board must be recorded in the minutes.

Article IV

BOARD OF DIRECTORS

4.1. Number and Qualifications. The property, business and affairs of the Maintenance Association shall be governed and managed by a Board composed of not less than five (5) directors nor more than seven (7) directors, as may be determined by the Board of Directors from time to time. The directors must be Members of the Maintenance Association and shall be appointed in accordance with the Articles and Section 4.5 below. Directors shall not receive any compensation for their services as directors, provided however, that (a) nothing herein contained shall be construed to preclude any director from serving the Maintenance Association in some other capacity and receiving compensation therefore, and (b) any director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.2. Powers and Duties. The Board has the powers and duties, necessary for the administration of the affairs of the Maintenance Association and may take all such acts and do all such things as required to be exercised and done exclusively by the Members.

4.3. Special Powers and Duties. Without prejudice to the foregoing general powers and duties and such powers and duties as are set forth in the Master Covenants and the Articles, the Board is vested with, and responsible for, the following powers and duties:

a. To select, appoint and remove all officers, agents and employees of the Maintenance Association, to prescribe such powers and duties for them as may be consistent with law, the Articles, the Master Covenants and these By-Laws, to fix their compensation, if any, and to require from them fidelity bonds or other security for their faithful service when deemed advisable by the Board.

b. To conduct, manage and control the affairs and business of the Maintenance Association, and to make and enforce such rules and regulations therefore consistent with law, the Articles, the Master Covenants and these By-Laws, as the Board may deem necessary or advisable.

c. To change the principal office for the transaction of the business of the Maintenance Association; to designate any place for the holding of any annual or special meeting or meetings of Members consistent with the provisions hereof; and to adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment, may deem best, provided that such seal shall at all times comply with the provisions of law.

d. To borrow money and to incur indebtedness for the purposes of the Maintenance Association as limited by these By-Laws, and to cause to be executed and delivered therefore, in the Maintenance Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and security therefore.

e. To fix and levy from time to time Assessments upon the Owners, as provided in the Master Covenants; to fix and levy from time to time in any fiscal year Assessments for capital improvements applicable to that year only for capital improvements to the Common Areas; to determine and fix the due date for which the payment of such Assessments, and the date upon which the same shall become delinquent; provided, however, that such Assessments shall be fixed and levied only to provide for the payment of the expenses of the Maintenance Association and for taxes and governmental assessments upon real or personal property owned, leased, controlled or occupied by the Maintenance Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished, for the Maintenance Association, improvements or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Maintenance Association for the general benefit and welfare of its Members, all in accordance with the provisions of the Master Covenants. The Board is hereby authorized to incur any

and all expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves for replacements as it shall deem to be necessary or advisable, if any, in its interest of the Maintenance Association or for the welfare of its Members. Should any Owner fail to pay Assessments before delinquency, the Board in its discretion is authorized to enforce the payment of such delinquent Assessments as provided in the Master Covenants. Nothing herein shall require the establishment of reserves.

f. To enforce the provisions of the Master Covenants, the Articles, these By- laws, applicable rules and regulations and other agreements of the Maintenance Association.

g. To contract and pay for fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, and other insurance, insuring the Owners, the Maintenance Association, the Board and other interested parties, in accordance with the provisions of the Master Covenants, covering and protecting against any such damages or injuries as the Board deems advisable, which may include, without limitation, medical expenses of persons injured on the Common Areas, and to bond the agents and employees of the management company, if deemed advisable by the Board or required by the Master Covenants. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Maintenance Association.

h. To contract and pay for maintenance, gardening, utilities, materials and supplies, and services relating to the Common Areas and certain portions of Dwelling not located within a Sub-Association Parcel, and to employ personnel necessary for the operation of the Common Areas and the Maintenance Association, including legal and accounting services (subject to the applicable provisions of the Act regarding competitive bidding and to limitations set forth in the Articles regarding claims against the Declarant), and to contract for any pay for improvements to Common Areas.

i. To delegate its powers according to law.

j. To grant easements where necessary for utilities, sewer facilities and other services over the Common Areas.

k. To adopt such rules and regulations as the Board may deem necessary for the management or use of the Common Areas and other portions of the Properties, which rules and regulations shall become effective and binding after (1) they are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of such number of directors attached to a copy of the rules and regulations of the Maintenance Association, and (2) they are posted in a conspicuous place on the Common Areas or mailed to each Owner at the address listed in the records of the Maintenance Association or delivered to his Unit.

I. To select a management company to manage the Common Areas and the affairs of the Maintenance Association, which shall perform such duties and services as the Board shall authorize.

4.4 Election and Term of Office. At the first annual meeting of the Members, and thereafter at each annual meeting of the Members, directors to be elected by the Voting Members shall be elected by written ballot by a majority of Voting Members as provided in these By-Laws (each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled). There shall be no cumulative voting. In the event that an annual meeting is not held, or the Board is not then elected or appointed, the Board may be elected or appointed at a special meeting of the Voting Members held for that purpose. Each director shall hold office until his successor has been elected and has qualified or until his death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a director may be re-elected, and there shall be no limitation on the number of terms during which he may serve. Any election dispute between a Member and the Maintenance Association will be filed with the Division and submitted to mandatory binding arbitration with the Division. Such proceedings shall be conducted in a manner provided by Chapter 720.311, Florida Statutes, as the same may be amended from time to time and the procedural rules adopted by the Division.

4.5 Vacancies. Vacancies in the Board caused by any reason, other than the removal of a majority of the directors by a vote of the Voting Members of the Maintenance Association, shall be filled by the remaining Board Members for the remainder of the term being filled. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any director, increases in the size of the Board or in case the Voting Members fail to elect or appoint the full number of authorized directors at any meeting at which such election is to take place.

4.6 Removal of Directors. At any regular or special meeting of the Members duly called or upon agreement in writing or by written ballot without a membership meeting (in accordance with Section 720.303(10) of the Act) any one or more of the directors may be removed with or without cause by a majority vote of the Voting Members of the Maintenance Association that originally elected or appointed such director, or in any lawful manner provided in the Act. If at least a majority of the directors are so removed, new directors may be elected or appointed at the same meeting.

4.7 Organizational Meeting. The first regular meeting of a newly elected Board (the "Organizational Meeting") shall be held within ten (10) days of election of the Board. No notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

4.8 Regular Meetings. All regular meetings of the Board shall be open to the Members and attending Members shall be allowed to speak on any matter placed on the agenda by petition of the voting interests for at least three (3) minutes and may be held at any place or places within Miami-Dade County, Florida, on such days and at such hours as the Board may, by resolution, designate; provided, however, that such meeting shall be held no less frequently than annually. The requirement that board meetings be open to Members shall not apply to meetings between the Board and the Maintenance Association's attorney for purposes of discussing privileged matters.

4.9 Special Meetings. Special meeting of the Board shall be open to all Members and attending Members shall be allowed to speak on any matter placed on the agenda by petition of the voting interests for at least three (3) minutes and may be called by the President (or, if he is absent or refuses to act, by the Vice President) or by any two (2) directors and may be held at any place or places within Miami-Dade County, Florida or elsewhere if designated by a majority of the Board, and at any time. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such director, as required by law and as provided herein. The requirement that board meetings be open to Members shall not apply to meetings between the Board and the Maintenance Association's attorney for purposes of discussing privileged matters.

4.10 Notices of Meetings. Notices of all meetings of the Board must be posted in a conspicuous place within in the Properties at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place within the Properties, notice of each meeting of the Board must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding the foregoing, in lieu of posting or mailing of notice for each meeting of the Board, including publication of notice, provision of a schedule of board meetings, or the conspicuous posting and repeated broadcasting of the notice on a closed-circuit cable television system sending the Maintenance Association. However, if broadcast notice is used in lieu of a notice posted physically within the Properties, the notice must be broadcast in accordance with Section 720.303(2) of the Act. Notice may also be given by electronic transmission in a manner authorized by law for meetings of the Board, committee meetings requiring notice, and annual and special meetings of the Members; however, a Member must consent in writing to receiving notice by electronic transmission. Directors may not vote by proxy or by secret ballot at meetings of the Board, except that secret ballots may be used in the election of officers. This Section also applies to the meetings of any committee or other similar body, when a final decision

will be made regarding the expenditure of funds of the Maintenance Association funds, and to any body vested with the power to approve or disapprove architectural decisions.

Notwithstanding the foregoing, an Assessment may not be levied at a meeting of the Board unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on the Property or broadcast on closed circuit cable television not less than fourteen (14) days before the meeting and evidence of compliance must be filed among the official records of the Maintenance Association in accordance with this Section

In the event twenty percent (20%) of the total Voting Members petition the Board to address an item of business, the Board shall at its next regular meeting or at a special meeting of the Board (but not later than sixty (60) days after the receipt of the petition) take the petitioned item up on an agenda. The Board shall give all Members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14 day notice requirement required herein. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet (if one is provided) or submits a written request. to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

4.11 Waiver of Notice. Before or at any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by him of notice of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. The transactions at any meeting of the Board, however called and noticed or wherever held, shall be as valid as though held at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs such written waiver of notice, a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Maintenance Association or made a part of the minutes of the meeting.

4.12 Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there is less than a quorum present,

the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.13 Action Without Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all the directors. Any action so approved shall have the same effect as though taken at a duly constituted meeting of the directors.

4.14 Fidelity Bonds. The Maintenance Association shall maintain insurance or fidelity bond for all persons who control or disburse funds of the Association in accordance with Section 720.3033(5) of the Act. The premiums on such bonds may be paid by the Maintenance Association.

4.15 Committees. The Board by resolution may, from time to time, designate such committees as it shall desire, and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its members, as well as a chairman, and shall state the purposes of the committee, and shall provide for reports, termination and other administrative matters as deemed appropriate by the Board.

Article V **OFFICERS**

5.1. Designation. The principal officers of the Maintenance Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. The Board may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. Other than the President and Vice-President, Officers need not be directors. Any two offices may be held by the same person, but the office of President and Secretary may not be held by the same person.

5.2. Election of Officers. The officers of the Maintenance Association shall be elected annually by the Board at the organizational meeting of each new Board, and each officer shall hold his office at the pleasure of the Board, until he shall resign or be removed or otherwise disqualified to serve or his successor shall be elected and shall have qualified to serve.

5.3. Removal of Officers. Upon an affirmative vote of a majority of the entire Board, any officer may be removed, with or without cause, and his successor elected at any duly called regular or special meeting of the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary of the Maintenance Association. Any such

resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and acceptance of such resignation by the Board shall not be necessary to make it effective. The conveyance by an officer of all parcels owned by such officer shall be an automatic resignation of such officer.

5.4. Compensation. Officers shall not receive any compensation for their services as officers, provided however, that (a) nothing herein contained shall be construed to preclude any officer from serving the Maintenance Association in some other capacity and receiving compensation therefore, and (b) any officer may be reimbursed for his actual expenses incurred in the performance of his duties.

5.5. President. The President shall be the chief executive officer of the Maintenance Association. The President shall preside over all meetings of the Maintenance Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of the President of a corporation. The President shall, subject to the control of the Board, have general supervision, direction and control of the business of the Maintenance Association. The President shall be an ex-officio member of all standing committees, and he shall have such other powers and duties as may be prescribed by the Board or these By-Laws.

5.6. Vice President. The Vice President shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent, disabled or refuses or is unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or these By-Laws.

5.7. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members of the Maintenance Association at the principal office of the Maintenance Association or at such other place as the Board may order. The Secretary shall have charge of such books and papers as the Board may direct; and the Secretary shall, in general, perform the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Members of the Maintenance Association and of the Board where notices of such meetings are required by law or in these By-Laws. The Secretary shall maintain a list of Owners, listing the names and addresses of the Owners as furnished by the Maintenance Association, and the names on such list shall be changed only at such time as satisfactory evidence of a change in ownership is presented to the Secretary. The Secretary shall

perform such other duties as may be prescribed by the Board.

5.8. Treasurer. The Treasurer shall have responsibility for Maintenance Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records and other records of business transactions of the Maintenance Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Maintenance Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Maintenance Association in such depositories as may from time to time be designated by the Board. The Treasurer shall disburse the funds of the Maintenance Association as may be ordered by the Board in accordance with the Master Covenants, shall render to the President and directors, upon request, an account of all of his transactions as Treasurer and of the financial condition of the Maintenance Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these By-Laws.

Article VI

AMENDMENTS TO BY-LAWS AND OTHER ACTIONS

6.1. General. Unless otherwise provided, these By-Laws may be amended by the Board at a duly constituted meeting of the Board for such purpose; provided that the notice to the Members of the Maintenance Association of the meeting discloses the information that the amendment of the By-Laws is to be considered; provided, however, the provisions which are governed by the Articles may not be amended except as provided in the Articles or Applicable Law; and provided further that any matters stated herein to be or which are in fact governed by the Master Covenants referred to herein may not be amended except as provided in such Master Covenants. Amendments to these By-Laws shall be approved by a majority of the votes of the directors at a duly constituted regular or special meeting of the Board.

Article VII

CONFLICTING PROVISIONS

In case any of these By-Laws conflict with any provisions of the laws of the State of Florida, as amended from time to time such conflicting By-Laws shall be null and void upon final court determination to such effect, but all other provisions of these By-Laws shall remain in full force and effect. In case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Master Covenants and these By-Laws, the Master Covenants shall control.

Article XIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Except to the extent that such liability or damage or injury is covered by insurance proceeds, the Board shall authorize the Maintenance Association to pay expenses (including attorneys' fees) incurred by, or to satisfy a judgment or fine rendered or levied against, a present or former director, officer, committee member or employee of the Maintenance Association, in any action brought by a third party against such person, whether or not the Maintenance Association is joined as a party defendant, to impose a liability or penalty on such person, or to impose criminal sanctions, for an act alleged to have been committed by such person while a director, officer, committee member or employee, unless a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that such director, officer, committee member, or employee did not act in good faith within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interests of the Maintenance Association or its Members and such court further determines specifically that indemnification should be denied. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. The provisions of this Article shall apply to the estate, executor, administrator, heirs, legatees or devisees of a director, officer, committee member or employee and may not be amended without the approval in writing of all persons who may be adversely affected by such amendment.

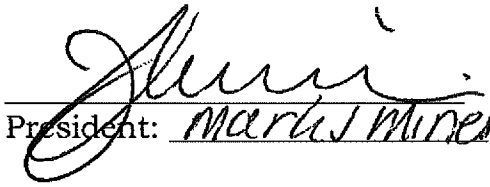
Article IX
MISCELLANEOUS

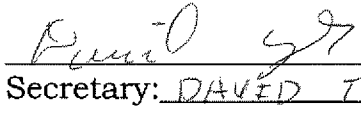
11.1. Fiscal Year. The fiscal year of the Maintenance Association shall be determined by the Board and having been so determined, is subject to change from time to time as the Board shall determine. In the absence of a specific determination, the fiscal year shall be the calendar year.

11.2. Board of Directors. Unless specific actions are specifically required to be taken by the Voting Members, all such actions may be taken by the Board.

WE HEREBY CERTIFY that the foregoing By-Laws were duly adopted by the Board of Directors on SEPTEMBER 24, 2023, 2023.

Approved:


President: Mark Minervino


Secretary: DAVID TYLER