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SECOND AMENDED AND RESTATED
BYLAWS
OF
JACARANDA WEST HOMEOWNERS' ASSOCIATION #1, INC.

(A non-profit corporation existing under the laws of the State of Florida)

WHEREAS, the original Bylaws of Jacaranda West Homeowners' Association #1, Inc. were adopted on or about the time of the incorporation of the Association but were never recorded in the Official Public Records of Sarasota County, Florida;

WHEREAS, the Bylaws were amended on at least one occasion as reflected by instruments recorded on May 9, 1980 in the Official Public Records of Sarasota County, Florida;

WHEREAS, at least seventy-five percent (75%) of the membership of the entire Board of Directors and seventy-five percent (75%) of the voting interests of the members represented in person or by proxy approved the Amended and Restated Bylaws of Jacaranda West Homeowners' Association #1, Inc., which are recorded at Instrument # 2003036036 in the Official Public Records of Sarasota County, Florida;

WHEREAS, this second Amended and Restated Bylaws was approved by not less than a majority of the Board at a duly called Board meeting held on March 7, 2013 and by not less than a majority of the voting interests, present in person or by proxy at a duly call meeting of the membership held on March 7, 2013; and

NOW, THEREFORE, the following are the Seconded Amended and Restated Bylaws of JACARANDA WEST HOMEOWNERS' ASSOCIATION #1, INC.:

(Substantial Rewrite of the Amended and Restated Bylaws, See the Amended & Restated Bylaws for the Current Text.)

ARTICLE 1
IDENTITY

1.1. IDENTITY. These are the Bylaws of Jacaranda West Homeowners' Association #1, Inc., a corporation not for profit under the laws of the State of Florida (herein called the "Association"), the Articles of Incorporation of which were filed in the office of the Secretary of State of Florida. The Association has been organized pursuant to the Florida Statutes, for the purpose of administering, operating and managing Jacaranda West, a subdivision (herein the "subdivision"), which is located upon certain lands in Sarasota County, Florida, and which is subject to the Second Amended and Restated

Jacaranda West HOA #1 ✓

Declaration of Covenants and Restrictions recorded at Instrument # 201206329 in the Official Public Records of Sarasota County, Florida.

1.2. PURPOSE. The Jacaranda West Homeowners' Association #1, Inc. has been formed to encourage the maintenance and appearance of this community, with the aim of improving property values. This is to be done by verifying compliance with and enforcement of Covenants and Restrictions, maintaining a relationship with governmental and private entities in order to represent the interests of the community in matters relating to public services, utilities, environmental health and safety, zoning, and ensuring continued improvements for the mutual benefit of the Association members. These goals are to be accomplished by timely communication with the membership to ensure awareness of events and issues involving the community, and by providing an open forum for discussion of topics of interest or concern.

1.3. OFFICE. The office of the Association shall be within Sarasota County, Florida or at such other place as may be designated by the Board of Directors from time to time.

1.4. FISCAL YEAR. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of the same calendar year.

1.5. SEAL. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

ARTICLE 2 DEFINITIONS

2.1. DEFINITIONS. All terms used in these Bylaws that are defined in the Second Amended and Restated Declaration of Covenants and Restrictions of Jacaranda West, hereinafter referred to as the "Declaration", shall have the same meaning as the terms used in the Declaration.

ARTICLE 3 MEMBERS' MEETINGS

3.1. MEMBERS. All Owners of land, as described in the Declaration, are subject to maintenance assessments and maintenance liens and shall be members of the Association and must maintain this membership in good standing. Membership shall be effective upon acquisition of the fee simple title to such lands by an instrument recorded in the Public Records of Sarasota County, Florida. Membership shall automatically terminate upon sale or other transfer of title by an instrument recorded in the Public Records of Sarasota County, Florida. Reference to this membership in any instrument of conveyance or transfer of title shall be unnecessary.

3.2. VOTING RIGHTS. Any vote may be cast in person or by proxy executed in writing and filed with the Secretary. Voting shall be conducted as follows:

(a) In any meeting of members the Lot Owners shall be entitled to cast one vote for each Lot owned, unless the decision to be made is elsewhere required to be determined in another manner.

(b) The total number of votes (“voting interests”) is equal to the total number of Lots.

(c) The vote of the Lot owned by more than one (1) person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the owner in attendance at the meeting shall cast the vote or if more than one Owner is in attendance, the Owner designated by those in attendance shall cast the vote. The vote of a Lot is not divisible. If one natural person owns a Lot, individually or as trustee, his right to vote shall be established by the record title to the Lot. If two or more persons own a Lot jointly, that Lot’s vote may be cast by any of the Owners. If two or more Lot Owners do not agree among themselves how their one vote shall be cast, that vote shall not be counted. If the Lot Owner is a corporation, the President or Vice President of the corporation may cast the vote of that Lot. If a Lot is owned by a partnership, any general partner may cast its vote.

(d) The voting rights for a lot may be suspended for the nonpayment of assessments as provided by law.

3.3. ANNUAL MEETING. An annual members’ meeting shall be held at such place in Sarasota County as may be designated by the President for the purpose of electing directors and for the transaction of such other business as may come before the Association. The members shall meet at least once in each calendar year.

3.4. SPECIAL MEETINGS. Special members’ meetings may be called by the President or by a majority of the Board of Directors, or by written request of a (20%) twenty percent of the voting members, for any purpose and at any time within Sarasota County. A special members’ meeting to recall a director may be called by at least twenty percent (20%) of the Lot Owners giving notice of the meeting as required for a members’ meeting, which notice must state the purpose of the meeting. Special meetings as regard budgetary matters shall be called as required by Chapter 720, Florida Statutes.

3.5 NOTICE. Written notice of any annual or special members’ meeting shall be mailed to each member at least fourteen (14) days prior to the meeting. Notice of any special members’ meeting shall state the purpose of the meeting. Unless an Owner waives in writing the right to receive notices of members’ meetings by mail, the notice shall be mailed to each Owner at the address, or addresses, shown on the Association’s records. Notice may also be provided by electronic transmission so long as the Lot Owner provides the Association with a signed written consent to receive notice by this method. Each member bears the responsibility of notifying the Association of any change of address. A Post Office certificate of mailing may be retained as proof of such mailing. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice will also be given by posting a copy of such notice at a conspicuous place on the property at least 14 continuous days prior to the date of the meeting. Owners

may waive notice of specific meetings, and may take action by written agreement without meetings. The attendance of any member shall constitute such member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.6. QUORUM. Not less than ten percent (10%) of the voting rights, represented in person or by written proxy, shall constitute a quorum, and if a quorum is not present, a majority of the voting rights present may adjourn the meeting from time to time. A simple majority of all voting rights present in person or by written proxy shall decide any question brought before the meeting, except when otherwise required by the Declaration, Articles of Incorporation or these Bylaws.

3.7. PROXIES. At any members' meeting, a member entitled to a vote may do so by proxy executed in writing by the member or by his duly authorized attorney-in-fact. The proxy shall contain the name and address of the Owner or Owners, as may be the case, shall designate the Lot number owned by the person or persons granting such proxy, shall contain a designation as to the meeting or meetings for which said proxy is issued, and shall contain the name and address of the person, or persons, being authorized to cast such proxy vote. Only individuals who are members of the Association shall be authorized to hold proxies. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. 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 it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it, by giving written notice of the revocation to the Secretary of the Association. An executed photographic, photostatic, facsimile, e-mail or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy. Proxies may be general or limited.

3.8. ADJOURNED MEETINGS. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Notice of the newly scheduled meeting need not be given in the manner required for the giving of notice of a meeting so long as the time, date and place of the reconvened meeting is announced at the adjourned meeting.

3.9 ORDER OF BUSINESS. The order of business at the annual members' meetings and as far as practical at other members' meetings, shall be:

- (a) Notification that election balloting is closed / Call to Order
- (b) Verify Quorum
- (c) Proof of Notice
- (d) Special instructions from President as to how meeting will be conducted
- (e) Officers' reports

- (f) Committee reports
- (g) Lot Owner Comments
- (h) Unfinished Business
- (i) New Business
- (j) Announcement of Election Results
- (k) For the Good of the Order
- (l) Adjournment

Such order may be waived in whole or in part at the direction of the President or the Chairperson.

3.10. MINUTES OF MEETING. The minutes of all members' meetings shall be kept available for inspection by Lot Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date and approved by the Board at their next regularly scheduled meeting. Once approved, minutes will be posted on the Association website.

3.11. ACTION WITHOUT A MEETING. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special members' meeting may be taken without a meeting, provided the Association mails or delivers a letter or similar communication to each Owner that explains the proposed action. The communication shall include a form of consent to permit each Owner to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

ARTICLE 4
BOARD OF DIRECTORS

4.1. POWERS. The Board of Directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties and responsibilities as provided by these Bylaws, the Declaration and the Articles of Incorporation.

4.2 NUMBER AND TERM. The number of Directors shall be designated by resolution of the Board of Directors from time to time but shall in no event be less than three (3) Directors or more than nine (9) and shall be fixed at seven (7) until changed by the adoption of a membership resolution conducted at a properly called members' meeting. Each Director shall be a member of the Association or a person exercising the rights of an Owner. Directors shall be elected annually as provided herein and shall continue to serve until successors have been duly elected or appointed. Given that the Jacaranda West community includes single family homes and three neighborhoods, Woodlake, Jacaranda Villas and Cove Pointe, each with their own association (the "sub-divisions"), the composition of its Board of Directors shall be as follows:

(a) Each sub-association shall be entitled to appoint one person to serve as a Director of the Association. The person shall be elected or appointed by each sub-association in accordance with procedures applicable under the documents in effect for each sub-association. Each sub-association shall notify the Association in writing of its representative on or before November 1 of each year. In the event a sub-association fails to inform the Association of its Director as provided herein, it shall be presumed that the President is the Director for that sub-association until such time as the Association receives a proper written notice notifying the Association of a different director with a certificate that the director was properly elected or appointed.

(b) The remaining members of the Board of Directors (four in number for so long as the Board remains at seven (7) members), shall be elected by the membership as at-large Directors. To the extent that the members adopt a resolution to change the number of Directors, the number of at-large Directors shall be adjusted accordingly.

(c) Appointed representatives of the sub-associations shall all serve one-year terms. The terms of the at-large Directors shall be staggered with two of the at-large Directors being elected for two-year terms in odd-numbered years and the other two at-large Directors being elected for two-year terms in even-numbered years.

4.3. DIRECTOR QUALIFICATIONS. Any person seeking election or appointment as a Director shall meet the following criteria:

(a) The person must own a lot in the Jacaranda Community.

(b) Upon election or appointment as a Director of the Association, all such candidates are required to file a "Notice of Intent" (Form JW002), with the Secretary of the Association affirming that he/she has read the Covenants, Amended Bylaws, Articles of Incorporation, Agreement of the Association, Standing Rules, forms of the Association and that they are familiar with the operation of the Board of Directors, as well as parliamentary procedures.

4.4. ELECTION OF DIRECTORS. The election of Directors shall be conducted in the following manner:

(a) Balloting for the election of Directors shall occur annually, but not at a meeting of the membership. Balloting for the election of Directors shall be deemed closed upon the opening of the Annual Meeting of the Membership.

(b) At least sixty (60) days before a scheduled election, the Association shall mail or hand-deliver to each Lot Owner entitled to vote, a first notice of the date of the election. Any Lot Owner or other eligible person desiring to be a candidate for the Board of Directors shall submit a "Notice of Intent" to the Association not less than forty (40) days before the scheduled election. If furnished to the Association by a Director candidate not less than thirty-five (35) days prior to the election, the Association shall include with the mailing of the second notice of election a one-sided candidate information sheet, not larger than 8-½ inches by 11 inches. The Association is not responsible for the content of the candidate information sheet. At least fourteen (14) days before and not more than thirty-four (34) days prior to the election meeting, the Association shall mail or hand-deliver a second notice of the membership meeting to all Lot Owners entitled to vote, together with all timely-provided candidate information sheets and a written ballot which shall list alphabetically by surname all Director candidates who timely provided a Notice of Intent to the Association. The Association shall pay the costs of mailing and copying of the candidate information sheets.

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

(d) In the event that candidates for an open position receive the same number of votes, the parties can make an agreement as to who will be elected Director. In the event no agreement can be reached the vote will be determined by the drawing of straws. The drawing will be held by a neutral party. The person drawing the shortest straw shall be declared the winner.

(e) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In such a case, the candidates shall automatically be elected and their names announced at the annual members' meeting.

(f) Directors shall serve until such time as they resign or their successor is either elected or appointed.

4.5. ORGANIZATIONAL MEETING. The organizational meeting of a newly-elected Board of Directors shall be held within fifteen (15) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected.

4.6. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place 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, electronic transmission, facsimile, or telegraph, at least forty-eight (48) hours prior to the day named for such meeting. Such notice shall include the agenda.

4.7. SPECIAL MEETINGS. Special Board meetings may be called by the President or a majority of the Directors for any purpose and at any time or place in Sarasota County. A notice stating the purpose of the special Board meeting shall be delivered personally or by mail, telephone, electronic transmission, or facsimile to each Director at his address shown in the Association records at least forty-eight (48) hours before such meeting, unless such notice is waived by any Director or Directors.

4.8. NOTICE. Notices of all meetings of the Directors, except emergency meetings, shall be posted at least forty-eight (48) hours in advance of the meeting. The meeting agenda shall be posted on the Association's website at least forty-eight (48) hours in advance of the meeting. Written notice of Board meetings to Lot Owners is required for:

(a) Board of Director's Meetings. Notices of all meetings of the Board of Directors shall be posted conspicuously on the subdivision property at least forty-eight (48) hours preceding the meeting, except in an emergency. Any item not included on the notice may be taken upon an emergency basis by at least a majority plus one of the members of the Board.

(b) Special Assessment Meeting. Written notice of any meeting at which special Assessments, or at which amendments to rules regarding Lot use will be considered shall be mailed or delivered to the Lot Owners and posted conspicuously on the property not less than fourteen (14) days prior to the meeting. Said written notice may also be posted on the Association's website. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The special Assessment notice shall state that Assessments will be considered, the purpose of the Assessment, the estimated cost for the project and a description of the work to be performed.

4.9. QUORUM. A majority of Directors shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting to a later date, time, and place. When a quorum has been attained, the vote of the majority of directors present shall decide any matter before the Board, except as may be otherwise required in the Declaration, Articles of Incorporation or these Bylaws.

4.10. COMPENSATION. Directors shall serve without compensation. However, the Association may reimburse Directors for reasonable direct expenses incurred in performing their duties as Directors.

4.11. REMOVAL. Any Director may be recalled from office with or without cause pursuant to the provisions of Chapter 720, Florida Statutes, by a vote or an agreement in writing by the Owners having a majority of voting rights in the Association. A special members' meeting to recall a member, or members, of the Board of Directors may be called by ten (10%) percent of the Owners giving notice of

the meeting as required for a members' meeting, and the notice shall state the purpose of the meeting. The notice of the members' meeting must be accompanied by a dated copy of the signature list.

Elected Directors are automatically removed from the board without having to submit written notice if they are absent from six (6) meetings of the Board of Directors within the term for which they were elected. Directors appointed by the sub-associations are automatically removed from the Board without having to submit written notice if they are absent from three (3) meetings of Board of Directors within the term for which they were appointed.

4.12. ATTENDANCE BY ELECTRONIC MEANS. Directors may attend meetings of the Board of Directors by conference call or by other similar electronic communications so long as all Directors can simultaneously hear each other during the meeting.

4.13. VACANCIES. If the office of any Director becomes vacant for any reason, a successor shall be appointed as follows:

(a) Appointment. If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining Directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term, unless otherwise provided by law.

(b) Abandonment of Director's Position. A Director who is more than ninety (90) days delinquent in the payment of regular or special Assessments shall be deemed to have abandoned his position as Director and the Board of Directors shall fill this vacancy as provided for in this Article.

4.14. ADJOURNED MEETINGS. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.15. PRESIDING OFFICER. The presiding officer of Directors' meetings shall be the President. In the absence of the presiding officer the Vice-President shall preside.

4.16. ORDER OF BUSINESS. The order of business at Directors' meetings, which shall be open to all members, shall be:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (c) Reading of and disposal of any unapproved minutes.

- (d) Reports of officers and committees.
- (e) Member Comments
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

4.17. VOTING. Directors may not vote by proxy or by secret ballot at Board meetings except that officers may be elected by secret ballot. No Director shall abstain from voting on any issue before the Board of Directors except in the instance of a financial conflict of interest or of an alleged rule or restriction violation involving the Director's Lot. In such cases of conflict, the conflicted Director shall abstain. Directors who abstain from voting shall be presumed to have taken no position with regard to the action.

4.18. MINUTES OF MEETINGS. The minutes of all meetings of the Board of Directors shall be kept available for inspection by Lot Owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date and will be posted on the Association's website.

4.19 COMMITTEES. The Board of Directors may authorize the President to create committees and appoint committee members, and designate the chairpersons of each committee with the approval of the majority of the Board of Directors.

4.20. COMMITTEES AUTHORIZED TO TAKE FINAL ACTION. The ARC and Hearing Panel are established as Standing Committees. A Standing Committee is authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association budget, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or Owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the Lot Owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

ARTICLE 5 POWERS AND DUTIES

5.1. POWER. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the subdivision and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or

these Bylaws may not be delegated to the Board of Directors by the Owners. Such powers and duties of the Board of Directors shall include the following:

- (a) Operating and maintaining the Common Area and Association property.
- (b) Determining the common expenses required for the operation of the subdivision and the Association.
- (c) Collecting the Assessments for common expenses from Owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Area.
- (e) Adopting and amending rules and regulations concerning the operation and use of the Common Area property.
- (f) Maintaining accounts at depositories on behalf of the Association.
- (g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee.
- (h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (i) Selling, leasing, mortgaging or otherwise dealing with Lots acquired, and subleasing Lots leased, by the Association, or its designee.
- (j) Obtaining and reviewing insurance for the Common Area property.
- (k) Making repairs, additions and improvements to, or alterations of, the Common Area property, and repairs to and restoration of the Common Area property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Subdivision.
- (m) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Area or the acquisition of property, and granting mortgages and/or security interests in Association owned property. If any sum borrowed by the Board of Directors on behalf of the subdivision pursuant to the authority contained in this subparagraph is not repaid by the Association, an Owner who pays to the creditor such portion

thereof as his or her interest in the Common Area bears to the interest of all the Owners in the common area shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Lot.

(n) Contracting for the management and maintenance of the subdivision property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the common area with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the subdivision documents and the Homeowners Association Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

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

(o) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Homeowners Association Act, (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.

(p) Convey a portion of the Common Area to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

(q) Subject to Lot Owner approval, the Association may acquire or enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in real and personal property, including, but not limited to, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas and other recreational facilities, whether or not contiguous to the lands of the community or whether such lands or facilities are intended to provide enjoyment, recreation, or other use or benefit to the Lot Owners. The transaction to acquire this property requires an affirmative vote of not less than two-thirds (2/3) of those Lot Owners who cast their vote on this matter, in person or by proxy, at a properly called members' meeting. The expenses incurred in connection with this acquisition shall be common expenses. The Association has the power to adopt rules and regulation relating to the use thereof.

ARTICLE 6
EMERGENCY BOARD POWERS

6.1. EMERGENCY BOARD POWERS. In the event of any “emergency” as defined in Section (g) below and/or Article 6.2, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

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

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

(c) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication, electronic transmission or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

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

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

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

(g) For purposes of this Article only, an “emergency” exists only during a period of time that the subdivision, or the immediate geographic area in which the subdivision is located, is subjected to:

- (1) A state of emergency declared by local civil or law enforcement authorities;
- (2) A hurricane warning;
- (3) A partial or complete evacuation order;
- (4) Federal or state “disaster area” status; or

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

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

ARTICLE 7 OFFICERS

7.1. NUMBER. The officers shall be a President, a Vice President, Secretary and Treasurer, each of whom shall be elected by the Board of Directors to their position as officer. Such assistant officers as may be deemed necessary may be elected by the Board of Directors. The President and the Secretary may not be the same person. Officers must be members of the Association or a person exercising the membership rights of an Owner. The President, Vice President, Secretary and Treasurer must be a member of the Board of Directors.

7.2. ELECTION AND TERM. Each officer shall be elected annually by the Board of Directors at the organizational Board meeting held no later than fifteen (15) days after the annual meeting, and shall hold office until a successor shall have been elected and duly qualified, unless sooner removed by the Board of Directors.

7.3. PRESIDENT. The President shall be the principal executive officer of the Association and shall supervise all of the affairs of the Association. The President shall preside at all Board and members’ meetings. The President shall sign all documents and instruments on behalf of the Association.

7.4. VICE PRESIDENT. In the absence of the President, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers and responsibilities of the President. The Vice President shall, moreover, perform any duties designated by the Board of Directors.

7.5. SECRETARY. The Secretary may countersign all documents and instruments on behalf of the Association, record the minutes of both members’ and Director meetings, and give notices required by the Declaration or these Bylaws.

7.6. TREASURER. The Treasurer shall have custody of all funds of the Association, shall deposit the same in such depositories as may be selected as hereinafter provided, shall disburse the same, and shall maintain accounting records of the Association and the subdivision according to good

accounting practices, which shall be available for inspection by any member or his authorized representative during the business hours of any week day. These accounting records shall be kept and maintained in Sarasota County, Florida.

7.7. ABANDONMENT OF OFFICER'S POSITION. An officer who is more than ninety (90) days delinquent in the payment of regular or special Assessments shall be deemed to have abandoned his position as officer and the Board of Directors shall fill this vacancy as provided for in Article 7.9.

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

7.9. REMOVAL. Any officer may be removed by an affirmative vote of not less than a majority of the Board of Directors at a Board meeting called for that purpose. The vote may be by secret ballot. The vacancy thereby created shall be filled by an election by the remaining Directors at the same meeting. The vote to fill the vacancy may be by secret ballot.

7.10. COMPENSATION. All officers shall serve without compensation. However, the Association shall reimburse officers for reasonable direct expenses incurred in performing their duties as officers.

ARTICLE 8 FISCAL MANAGEMENT

8.1. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

8.2. ACCOUNTS. The receipt and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

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

(b) Reserves. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance.

(c) Commingling. All funds shall be maintained separately in the Association's name. Reserve or operating funds of the Association may be commingled for purpose of investment, but separate ledgers must be maintained for each account.

8.3. ANNUAL BUDGET. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the anticipated current common operating expenses and unpaid operating expense previously incurred and at the Board's discretion to provide and maintain funds for the reserve account(s) according to good accounting practices. The Association shall supply each member with a copy of the annual budget within thirty (30) days of the start of the fiscal year for which the budget is effective or within the thirty (30) day timeframe provide the members with written notice that a copy of the budget is available upon request at no charge to the member.

8.4. ASSESSMENTS. Assessments against the members for their proportionate shares of the annual budget shall be made by the Board of Directors annually in advance on or before the 1st day of January of each year. Such Assessments shall be due and payable on the first day of January for the year in which they are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment. In the event the annual Assessment proves to be insufficient, the Assessment amount may be amended at any time by the Board of Directors. The unpaid portion of the amended Assessment shall be due upon the first day of the month next succeeding the month in which the amended Assessment is made or as otherwise provided by the Board of Directors.

8.5. SPECIAL ASSESSMENTS. Special Assessments may be imposed by the Board of Directors to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments are due on the day specified in the resolution of the Board approving such Assessments. The notice of any Board meeting at which a special Assessment will be considered shall be given as provided in Article 4.7 above; and the notice to the Owners that the Assessment has been levied must contain a statement of the purpose(s) of the Assessment. The funds collected must be spent for the stated purpose(s) and any excess funds shall be allocated by the Board to the operating or reserve accounts.

8.6. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into a contract or execute and deliver any instrument in the name of or on behalf of the Association. This authority may be general or confined to specific instances.

8.7. LOANS. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. The Board may authorize the pledge and assignment of any regular or special Assessment and the lien rights of the Association as security for the repayment of loans.

8.8. CHECKS, DRAFTS, ETC. All checks, drafts and other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall be determined by resolution of the Board of Directors.

8.9. DEPOSITS. All funds of the Association not otherwise employed shall be deposited to the credit of the Association in savings and loan associations, banks, trust companies, or other depositories selected by the Board of Directors. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

8.10. FIDELITY BONDS. The Association shall obtain and maintain in an amount not less than the annual operating budget's total funding, fidelity bonding for the President, Secretary and Treasurer of the Association and those individuals authorized to sign checks. The Association shall bear the cost of bonding.

8.11. FINANCIAL REPORTS. In accordance with Chapter 720, Florida Statutes, not later than sixty (60) days after the close of each fiscal year, the Board shall, as a minimal requirement, distribute to the Owners of each Lot a report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board of Directors must, if required by law and not waived by the membership, and may otherwise, in their discretion, engage a CPA and have a more comprehensive analysis performed, which shall be sent to the members within ninety (90) days of the end of the fiscal year in lieu of the financial report referenced above. In lieu of the distribution of financial reports as provided herein, the Association may mail or deliver each Lot Owner a notice that a copy of the financial report will be mailed or hand delivered to the Lot Owner, without charge, upon receipt of a written request from the Lot Owner.

ARTICLE 9 AMENDMENTS

9.1. AMENDMENTS. These Bylaws may be amended in the following manner:

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

9.3. RESOLUTION. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by a written petition signed by not less than twenty (20%) percent of the eligible voting interests of the Association.

9.4. ADOPTION. After such proposal, membership approval of a proposed amendment must be by not less than a majority of the votes cast, either in person or by Limited Proxy, at a properly called

members' meeting in which at least twenty-five percent (25%) of the membership is in attendance or by the written consent of at least a majority of members.

9.5. EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County.

ARTICLE 10
MISCELLANEOUS

10.1. RULES AND REGULATIONS. The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the subdivision, and restrictions upon and requirements respecting the use, maintenance and appearance of the Common Areas of the subdivision as may be deemed necessary and appropriate to assure the use and enjoyment of all Owners and to prevent unreasonable interference with the use and enjoyment of the Common Areas. However, rules and regulations may not be contrary to the Declaration, the Articles of Incorporation, and these Bylaws. A copy of such rules and regulations shall be furnished upon request to each Owner and subsequent purchaser of Lots.

10.2. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Corporate Act, case law, the Declaration, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board of Directors to regulate the participation of Lot Owners at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations.

10.3. ROSTER OF LOT OWNERS. Each Lot Owner shall file with the Association a copy of the deed or other document showing his ownership or provide the Association with written notice of their name and address. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Lot Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.

10.4. CONSTRUCTION. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

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

10.6. DOCUMENT CONFLICT. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.

ATTEST:

JACARANDA WEST HOMEOWNERS' ASSOCIATION #1, INC.

[Handwritten signature of Fred O'Neil]

By:

By: *Patricia M. O'Neill*

Print Name: Fred O'Neil
as Secretary

Print Name: Patricia O'Neill
as President

WITNESSES:

Ayren Lakel
Lindsay Rhoades

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Patricia O'Neill, as President, and Fred O'Neil, as Secretary, of JACARANDA WEST HOMEOWNERS' ASSOCIATION #1, INC., and they acknowledge before me that they are such officers of said corporation; and they executed the foregoing Second Amended and Restated Bylaws on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Second Amended and Restated Bylaws and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota County, Florida this 28th day of March, 2013.

Notary: *Michelle Thibeault*

Notary Public
Commission #
My Commission Expires:

