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**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF  
ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH**

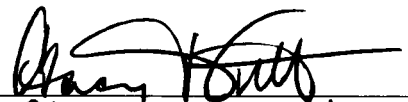
**AMENDED AND RESTATED ARTICLES OF INCORPORATION AND BYLAWS OF  
ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH, INC.**

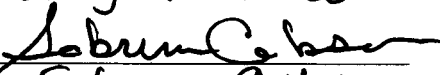
The undersigned officers hereby certify that the attached Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of **ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH** and the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of **ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH, INC.** ("Association") were approved by not less than two-thirds (2/3) of all Lots at the membership meeting held on February 6, 2023 together with the approval of at least a majority of the Board of Directors, as authorized by Article XIV, Section 8. B of the Declaration of Covenants, Conditions, Restrictions and Easements, Articles XII and XIII of the Articles of Incorporation, and Article 13.2 of the Bylaws. The Association further certifies that the attached amendments were proposed and adopted as required by the governing documents and Florida law.


The Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade was originally recorded at Official Records Book 2412, Page 3793 *et seq.* and the First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade was recorded at Official Records Book 2489, Page 2080 *et. seq.*, all of the Public Records of Manatee County, Florida.


DATED this 15 day of February, 2023.

Signed, sealed and delivered:  
in the presence of:

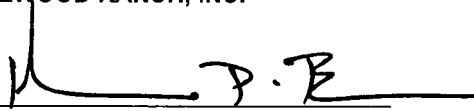
sign   
print Stacy Vermette

sign   
print Sabrina Gibson

sign   
print Stacy Vermette

sign   
print Sabrina Gibson

**ESPLANADE GOLF & COUNTRY CLUB AT  
LAKEWOOD RANCH, INC.**

By:   
Krish Raju, President

**Attest:**

By:   
Fred Snyder, Secretary

(corporate seal)

**2023 AMENDED AND RESTATED  
BYLAWS  
OF  
ESPLANADE GOLF & COUNTRY CLUB  
AT LAKEWOOD RANCH, INC.**

**EXHIBIT C**

**“Substantial rewording. See governing documents for current text.”**

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## **ARTICLE 1. IDENTIFICATION OF THE ASSOCIATION**

These are the Amended and Restated Bylaws of **Esplanade Golf & Country Club at Lakewood Ranch, Inc.** ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not-for-profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1 **Principal Office.** The principal office and mailing address of the Association shall be 12951 Malachite Drive, Lakewood Ranch, Florida 34211, and thereafter may be located at any place designated by the Board.

1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year. The Board may change the fiscal year from time to time in the manner provided by law.

1.3 **Corporate Seal.** The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit." A common seal may be used in lieu of a raised corporate seal; however, a seal is not required to validate corporate actions unless otherwise specifically required by law.

## **ARTICLE 2. DEFINITIONS**

The definitions used in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for **Esplanade Golf & Country Club at Lakewood Ranch** ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

## **ARTICLE 3. MEMBERSHIP; MEMBERS' MEETINGS; VOTING AND PROXIES**

3.1 **Membership.** The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Declaration and the Articles.

3.2 **Annual Membership Meeting.** The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate) and transact any other business authorized to be transacted by the Members at such Annual Members' Meeting. The President, Secretary, a Majority of the Board or at least one-third (1/3) of the total eligible Voting Interests via written petition shall have authority to place an item on the agenda of the Annual Members Meeting.

3.3 **Special Membership Meetings.** Special membership meetings (membership meetings other than the Annual Members' Meeting) of the Members shall be held at such date, time and place within the County whenever called by the President, Vice President, or by a Majority of the Board. A special membership meeting must be called by such President or Vice President upon receipt of a written request from at least one-third (1/3) of the total eligible Voting

Interests of the Association. Business transacted at a special membership meeting shall be restricted to the items listed on the notice and agenda of the meeting.

**3.4 Notice of Membership Meetings.** Written notice of each Members' meeting, whether an Annual Members' Meeting or a special membership meeting (collectively "Members Meeting"), shall be given to each Member entitled to vote thereat at the address of the Home owned by such Owner, at the address required by the HOA Act, or such other address as the Owner shall notify the Association of in writing and shall be mailed, hand-delivered or emailed (to those Members consenting in writing to receiving emails from the Association) to the said address not less than fourteen (14) days nor more than sixty (60) days prior to the date of the Members Meeting. If mailed, the notice of a membership meeting shall be deemed delivered when deposited in the United States mail, addressed to the Member at his or her address as it last appears on the records of the Association, with postage thereon prepaid. Each Member is responsible for keeping their address on file with the Association current. Proof of such notice shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the date, time and place of the Members Meeting and the purposes for which the Members Meeting is called.

**3.4.1 Waiver of Notice.** Notwithstanding any provisions hereof to the contrary, notice of any Members Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice. In addition, the attendance of a Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such Membership Meeting, except when the Member's (or the Member's authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the Members Meeting to the transaction of business because the meeting is not lawfully called.

**3.4.2 Electronic Transmission of Notice.** Notwithstanding any other provision herein, notice of meetings of the Board of Directors, Members Meetings, and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission. "**Electronic transmission**" means any form of communication, not directly involving the physical transmission or transfer of paper, that creates a record that may be retained, retrieved, and reviewed by the recipient and that may be directly reproduced in a comprehensible and legible paper form by the recipient through an automated process such as a printer or a copy machine. Examples of electronic transmission include, but are not limited to, emails, telegrams, facsimile transmission of images, and texts that are sent via electronic mail between computers or other digital devices. Electronic transmission does not include oral communication by telephone.

**3.4.3 Broadcast Notice of Members Meetings.** In addition to mailing, delivering, or electronically transmitting the notice of any Members Meeting, the Association may, by reasonable Rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda

must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

**3.5. Right to Speak.** Only Members have the right to speak at all Membership Meetings with reference to all items opened for discussion or included on the written agenda. Notwithstanding any provision to the contrary, a Member has the right to speak for at least three (3) minutes on such items. The Association may adopt written reasonable Rules and Regulations governing the frequency, duration, and other manner of Member statements.

**3.6 Attendance at Membership Meetings.** Attendance at Members Meetings is limited to Members, Board members, persons holding one or more proxies in accordance with these Bylaws, and person invited by the Board to attend the Members Meeting, including, but not limited to, management personnel, counsel to the Association, accountants, engineers, and other professionals. A Member may not invite any person to attend a Members Meeting unless permitted by the Board in advance and may not use a durable, general or special power of attorney for purposes of attempting to authorize a non-Member to attend a Members Meeting, committee meeting, or Board meeting of the Association.

**3.7 Attendance and Voting Via Remote Communication.** Pursuant to Section 617.0721(3), Florida Statutes, the Board of Directors may authorize, and subject to such guidelines and procedures as the Board may adopt, Members and proxy holders who are not physically present at a Members Meeting, by means of remote communication, to participate in the meeting, be deemed present in person and vote at the meeting if the Association implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a Member or a proxy holder, and the Association implements reasonable measures to provide such Members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.

**3.8 Online Voting.** The Association may conduct elections and other membership votes through an Internet-based online voting system if the Member consents, in writing, to online voting and satisfies the requirements of Section 720.317, Florida Statutes. A Member voting electronically via online voting shall be counted as being in attendance at the Members Meeting for purposes of determining a quorum. This Article 3.8 applies only if the Board provides for and authorizes an online voting system via a Board resolution. The Board resolution must provide that Members receive notice of the opportunity to vote through an online voting system, must establish reasonable procedures and deadlines for Members to consent, in writing, to online voting, and must establish reasonable procedures and deadlines for Members to opt out of online voting after giving consent. Written notice of a Members Meeting at which the Board resolution regarding online voting will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on the Association Property at least fourteen (14) days before the Board meeting. Evidence of compliance with the 14-day notice requirement must be made by



an affidavit executed by the person providing the notice and filed with the official records of the Association. A Member's consent to online voting is valid until the Member opts out of online voting pursuant to the procedures established by the Board. This Article 3.8 may apply to any matter that requires a vote of the Members.

**3.9 Action by Written Agreement In Lieu of a Membership Meeting.** Any vote, action or approval required by law or the Esplanade Documents to be taken by action of the Members or at a Members Meeting may be taken without a Members Meeting if a consent in writing, setting forth the action so taken, shall be signed by the required percentage of Members entitled to vote with respect to the subject matter thereof. Such action by Members via written agreement shall comply with the procedural requirements of Section 617.0701(4), Florida Statutes. This Section 3.9 shall not apply to the election of Directors.

**3.10 Quorum.** A quorum of the Members shall consist of Members entitled to cast at least thirty percent (30%) of the Association's eligible Voting Interests. A quorum of any class of Members shall consist of Members of such class entitled to cast at least thirty percent (30%) of the total number of votes of the class. Limited Proxies and general Proxies may be used to establish a quorum. A Voting Interest or consent right allocated to a Member which has been suspended by the Board shall not be counted towards the total number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to conduct an election, or the number of Voting Interests required to approve an action under the Homeowners Association Act or pursuant to the Esplanade Documents.

**3.11 Vote Required to Make Decisions.** The acts approved by a Majority of the eligible Voting Interests present (in person, by proxy, or via online voting) at a Members Meeting at which a quorum is present shall constitute the acts of and be binding on the Members, except when approval by a greater number of Members is required by the Esplanade Documents or Florida law, in which event the vote prescribed therein shall control.

**3.12 Proxies.** Votes may be cast in person, online as provided for above, or by proxy substantially complying with the requirements of the Homeowners' Association Act. Proxies must be filed with the Association prior to or at the Members Meeting or reconvened Members Meeting. Any proxy given shall be effective only for the specific Members 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 original Members Meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Member(s) executing it. Proxies in no event shall be used in electing Directors. Holders of proxies must be Members or persons eligible to cast a vote on behalf of the Home as set forth herein, or a spouse, domestic partner, or adult child of an eligible voter. For purposes of this paragraph, a "domestic partner" is a person who resides with and has a personal relationship with a Member and is designated by the Member as such. An executed telegram or cablegram appearing to have been transmitted by the proxy-giver, or a photographic, photostatic, facsimile, electronic or equivalent reproduction of a proxy is a sufficient proxy. Members may retroactively cure any alleged defect in a proxy by

signing a statement ratifying the Member's intent to cast a proxy vote and ratifying the vote cast by the Member's proxy. The use of proxies is to be liberally construed.

**3.13 Election of Directors.** The election of Directors shall be conducted at the Annual Membership Meeting. An election is not required unless more candidates timely file notices of intent to run than Director vacancies exist. The election of Directors shall be by secret written ballot. The use of voice vote, show of hands or proxies to elect Directors is prohibited. There shall be no quorum requirement for an election of Directors, however, at least twenty percent (20%) of the eligible Voting Interests of the Association must cast a Director election ballot to have a valid election.

**3.13.1 Election Committee.** Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairman" (as hereinafter defined) shall appoint an "**Election Committee**" consisting of at least three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances and certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of its members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution. Members of the Election Committee shall not include any of the following people or their spouses: (1) current Board members, (2) officers or (3) candidates for the Board.

**3.13.2 First Notice.** Not less than sixty (60) calendar days before the Annual Membership Meeting at which the election of Directors will be held, the Association's management company or designated agent shall mail, email or deliver to each Member entitled to vote, a first notice of the date of the election of Directors. The first notice must also disclose the procedure and deadline to consent to electronic voting, if the Board of Directors has provided for and authorized an online voting system.

**3.13.3 Open Nomination Process.** Any Lot Owner or other person who satisfies the Director eligibility requirements of the Articles of Incorporation, Bylaws, the Declaration and Florida law shall give written notice of their intent to be a Director candidate to the Association or its designated agent not less than forty (40) calendar days before the scheduled election. Written notice shall be effective when received by the Association. Candidates shall declare in their notice if they are running as a Golf Member candidate, Club Member candidate or for the at-large Director position. Any Club Member candidate or Golf Member candidate running for the at-large Director position shall be prohibited from running for any other Director position in the same election. Written notice shall be accomplished in accordance with one or more of the following methods: (1) by certified mail, return receipt requested, directed to the Association; or (2) by personal delivery to the Association; or (3) by regular U.S. mail, facsimile, telegram, or other method of delivery to the Association. No Director nominations after the above deadline shall be accepted, including, without limitation, nominations from the floor of the Annual Membership Meeting. The Association shall draft and include a Notice of Intent to be a

Director candidate form with the first notice and Director candidates are required to use this form.

**3.13.4 Candidate Information Sheet.** Upon request of a Director candidate timely received by the Association at least thirty-five (35) calendar days prior to the election, the Association shall include with the second mailing of the Director election ballot a candidate information sheet, not larger than 8 1/2 inches by 11 inches, timely furnished by the Director candidate to the Association or its designated agent. The costs of mailing and copying of the Director candidate information sheets shall be paid by the Association.

**3.13.5 Second Notice.** The Association shall mail or deliver the second notice no less than fourteen (14) days and no more than thirty-four (34) days prior to the election. A Director candidate shall not be permitted to withdraw or terminate their Director candidacy after the Association sends the Members Meeting documents to the printer. The second notice and accompanying documents shall not contain any communication by the Board that endorses, disapproves, or otherwise comments on any candidate. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter, and the Lot or Lot number or Lot address being voted, and shall contain a signature space for the voter. Once the ballot is filled out, the voter shall place the completed ballot in the inner smaller envelope and seal the envelope. The inner envelope shall be placed within the outer larger envelope, and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person is entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for such signature. The envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed.

**3.13.6 Director Ballots and Envelopes Made Available at Annual Membership Meeting.** The ballot shall indicate in alphabetical order by surname each and every Member or other eligible person who desires to be a candidate for the Board of Directors, and who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such person has withdrawn his candidacy in writing prior to the mailing of the ballot. No ballot shall indicate which candidates are incumbents on the Board. No write-in candidates shall be permitted. No ballot shall provide a space for the signature of or any other means of identifying a voter. Director election ballots and envelopes will also be made available upon request for use by those Members attending the Annual Membership Meeting in person.

**3.13.7 Member Must Cast their Own Director Ballot.** Except for Members with a disability, no Member shall permit another person to cast his or her Director election

ballot, and any such improperly cast ballot shall be deemed invalid. Any person who violates this rule may be fined by the Association.

3.13.8 **"Meet the Director Candidates" Forum.** Not later than fourteen (14) calendar days prior to the Annual Membership Meeting, the Board may, but shall not be required to, establish a **"Meet the Director Candidate Forum."** If such a Meet the Director Candidate Forum is to be held, the Board shall establish the date, time and location of the forum each year. Each Director candidates shall be provided up to five (5) minutes to make a statement to the Members and the Members may then ask the Director candidates questions about their qualifications and positions on the various issues.

3.13.9 **Voting for Directors.** Members shall cast their vote for the election of Directors as provided in these Bylaws and in Article 9.2 of the Amended and Restated Articles of Incorporation, as amended. Only Golf Club Members shall be permitted to cast a vote for the Golf Member slate of Director candidates. Only Club Members and Original Resident Members shall be permitted to cast a vote for the Club Member slate of Directors candidates. All Members shall be eligible to cast a vote for the Director at-large position. The nominees receiving the greatest number of votes properly and timely cast shall be elected.

3.13.10 **Counting of Ballots.** Elections shall be decided by a plurality of the votes cast by slate. There shall be no cumulative voting. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner and at the time provided herein.

3.13.10.1 Any envelopes containing ballots shall be collected by the Association and shall be transported to the location of the duly called Members Meeting. The Association shall have available at the meeting additional blank ballots for distribution to the eligible voters who have not cast their votes.

3.13.10.2 Each ballot distributed at the meeting shall be placed in an inner and outer envelope in the manner provided herein. Each envelope and ballot shall be handled in the following manner. As the first order of business, ballots not yet cast shall be collected. The ballots and envelopes shall then be handled as stated below by an Election Committee. The business of the meeting may continue during this process. The signature and Lot identification on the outer envelope shall be checked against a list of qualified voters, unless previously validated as provided below

3.13.10.3 Any exterior envelope not signed by the eligible voter shall be marked **"Disregarded"** or with words of similar import, and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted.

3.13.10.4 Then, in the presence of any Members in attendance all inner envelopes shall be first removed from the outer envelopes and shall be placed into a receptacle. Upon the commencement of the opening of the outer envelopes or accessing of the electronic votes, whichever occurs first, the polls shall be closed, and no more ballots

shall be accepted. The inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of the Members. Any inner envelope containing more than one ballot shall be marked "**Disregarded**", or with words of similar import, and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not, shall be retained with the official records of the Association.

3.13.10.5 The Election Committee may elect to verify outer envelope information in advance of the Annual Members Meeting may do so as provided herein. The Election Committee may, at a meeting noticed and conducted in the manner required for Board meetings, which shall be open to all Members and which shall be held on the date of the election, proceed as follows: At the meeting of the Election Committee, the signatures and Lot identifications on the outer envelopes shall be checked against the list of qualified voters. The voters shall be checked off on the list as having voted. Any exterior envelope not signed by the eligible voter shall be marked "**Disregarded**" or with words of similar import, and any ballots contained therein shall not be counted.

3.13.11 **Tied Votes: Runoff.** If two or more candidates for the same position receive the same number of votes, which would result in one or more candidates not serving or serving a lesser period of time, the Association shall conduct a runoff election in accordance with the procedures set forth herein. Within seven (7) days of the date of the election at which the tie vote occurred, the Board shall mail, email or personally deliver to the affected Members, a notice of a runoff election. The only candidates eligible for the runoff election to the Board position are the runoff candidates who received the tie vote at the previous election. The notice shall inform the affected Members of the date scheduled for the runoff election to occur, shall include a ballot conforming to the requirements of this provision, and shall include copies of any candidate information sheets previously submitted by those candidates to the Association. The runoff election must be held not less than twenty-one (21) days, nor more than thirty (30) days, after the date of the election at which the tie vote occurred.

3.13.12 **Official Records.** Notices of election, notices of candidacy for election, information sheets, voting envelopes, written approval of budgets, written agreements for recall of Board members, ballots, sign-in sheets, voting proxies, and all other papers or electronic records relating to voting by Members shall be maintained as part of the official records of the Association for a period of one (1) year from the date of the election, vote, or meeting to which the document relates.

3.14 **Adjournment.** A Majority of the eligible Voting Interests present, either in person or by Proxy, may adjourn the Members Meeting from time to time and no further notice of such adjourned Members Meeting being required unless otherwise required by the HOA Act or determined by the Board.

3.15 **Meeting Minutes.** Minutes of all Members Meetings shall be kept in a business-like manner and be available for inspection by the Members or their authorized representative at all reasonable times. Draft minutes for each Members Meeting should be prepared no later than

thirty (30) days after the meeting date. Until adopted by the Members, all minutes shall be marked draft. The Association shall retain minutes as part of its official records for so long as required by the HOA Act.

**3.16 Voting Rights of Members.** Voting rights of Members shall be as stated in the Esplanade Documents. Such votes may be cast as provided in these Bylaws. Proxies may be used to vote on other agenda items at meetings at which Directors are to be elected, and may also be used to establish a quorum. "**Proxy**" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Members Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, a Proxy automatically expires ninety (90) days after the date of the Members Meeting for which it was originally given. A Proxy must be filed with the Manager or Secretary of the Association before or at the Members Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy.

#### **ARTICLE 4. BOARD; DIRECTORS' MEETINGS**

**4.1 Board of Directors; Number of Directors.** The operation, affairs, business and administration of the Association shall be by its Board. The Board shall be comprised of the number of Directors provided for in Article 9.1 of the Articles of Incorporation.

**4.2 Election of Directors.** The election and, if applicable, designation of Directors shall be conducted in accordance with the HOA Act and Esplanade Documents.

**4.3 Qualifications of Directors.** Directors shall satisfy the qualifications as stated in Article 9.2 of the Articles of Incorporation.

**4.4 Staggered Term of Director Service.** The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting at which the Director position is up for election and thereafter until his or her successor is duly elected and qualified or until he or she resigns or is removed in the manner elsewhere provided. The Board may temporarily assign a one (1) year Director term of office but only if necessary to reimplement the proper two (2) year staggering of Directors' terms of office.

**4.5 Organizational Board Meeting.** The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such date, place, and time as shall be fixed by the Board of Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational Board meeting shall be necessary; if not, however, notice of the organizational Board meeting shall be given in accordance with the HOA Act.

**4.6 Regular Board Meetings.** Regular meetings of the Board may be held at such dates, times and places in the County as shall be determined from time to time by the President, Vice President, or a Majority of the Directors. Special meetings of the Board may be called at the

discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Any such special meeting may be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

**4.7 Notice to Directors of Board Meetings; Waiver.** A meeting of the Board occurs whenever a quorum of the Directors gathers for the purpose of conducting Association business. Notice of the date, time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, hand delivery, telephone or electronically transmitted if correctly directed to an electronic mail address at which the Director has consented to receive notice at least forty-eight (48) hours prior to the day named for such meeting unless such notice is waived before, during or after such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any Director may waive notice of the Board meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

**4.8 Notice to Members of Board Meetings.** Notice of all Board meetings shall be given to the Members in accordance with the HOA Act. Adequate notice of all Board meetings, which may identify agenda items, must be posted conspicuously on the Esplanade Property at least forty-eight (48) continuous hours before the Board meeting, except in an emergency in which case the notice shall be posted as soon as practicable after the need for the emergency meeting is known to the Association. Upon notice to the Members, the Board shall, by duly adopted rule, designate a specific location on the Esplanade Property where all notices of Board meetings must be posted.

**4.8.1 Emergency Action.** Any item not on the agenda of a meeting of the Board of Directors may be taken upon an emergency basis by at least a Majority plus one of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors.

**4.8.2 Telephone or Videoconference Attendance.** A Director may participate in a Board meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication and such participation counts toward a quorum, and such Director may vote as if physically present so long as a speaker is used at the meeting site so that the conversation of such person may be heard by all persons attending the meeting in person. Directors may use e-mail as a means of communication, but may not cast a vote on an Association matter via e-mail.

**4.9 20% Member Petition.** If twenty percent (20%) of the Voting Interests petition the Board in writing to address an item of business, the Board, within sixty (60) days after receipt of the petition, shall place the item on the agenda at its next regular Board meeting or a special meeting called for that purpose.

**4.10 Special Notice of Certain Board Meetings.** In addition to the notice required above, not less than fourteen (14) days' notice shall be mailed, emailed, or delivered to the

Members and posted conspicuously on the Esplanade Property of any Board meeting to consider the levy of a non-emergency Special Assessment or a proposed rule regarding Lot use. Notice of any Board meeting in which Special Assessments against Members are to be considered shall specifically state that Special Assessments will be considered and the nature, estimated cost, and description of the purposes for any such Special Assessments. Evidence of compliance with this 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association.

4.11 **Quorum.** A quorum of the Board shall consist of the Directors entitled to cast a Majority of the votes of the entire Board. Matters approved by a Majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. The Majority of those Directors present at a Board meeting may adjourn the meeting from time to time. At any Board meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the Board meeting as originally called may be transacted. In the case of the adjournment of a Board meeting, no further notice of the adjourned Board meeting need be given unless otherwise determined by the Board.

4.12 **Presiding Officer.** The presiding officer at all Board meetings shall be the President. The President may appoint a person to act as the presiding officer. In the absence of the President, the Vice President shall preside. In the absence of the President and Vice President, the Directors shall designate any one of their number or another person to preside.

4.13 **Directors' Fees.** There shall be no Directors' fees. Directors may be reimbursed for reasonable out-of-pocket costs and expenses incurred by the Director as approved by the Board or written policy adopted by the Board.

4.14 **Minutes of Board Meetings.** Draft minutes for each Board meeting should be prepared no later than thirty (30) days after the meeting date. Until adopted by the Board, all minutes shall be marked draft. The Association shall retain minutes as part of its official records for so long as required by the Homeowners Association Act. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.15 **Executive Committee.** The Board shall have the power to appoint an "Executive Committee" of the Board consisting of not less than three (3) Directors. The Executive Committee shall have and exercise such powers of the Board as may be delegated to such Executive Committee by the Board.

4.16 **Open Board Meetings.** Meetings of the Board shall be open to all Members on such terms as the Board may determine but at all times pursuant to, and as limited by, the HOA Act. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege or to discuss personnel matters. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with, and as



limited by, the HOA Act and any Rules and Regulations promulgated by the Board. In the event a Member conducts himself/herself in a manner detrimental to the carrying on of the Board meeting, then any Director may expel said Member from the Board meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he/she is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

**4.17 Action by Written Agreement.** Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever Assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with the HOA Act.

**4.18 Recall of Directors.** A Director may be recalled and removed from office with or without cause by a Majority of the specific class of Members that is entitled to elect that Director or Directors. Directors may be recalled by an agreement in writing or by written ballot without a Members Meeting. The agreement in writing or the written ballots, or a copy thereof, shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing or written ballots. At the meeting, the Board shall either certify the written ballots or written agreement to recall a Director or Directors of the Board, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or proceed as described in Section 720.303(1), Florida Statutes.

## **ARTICLE 5. POWERS AND DUTIES OF THE BOARD**

**5.1 By the Board.** Except where specifically required to be exercised by the Member, all of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Esplanade Documents, as well as all of the powers and duties of a Director of a corporation not for profit not inconsistent therewith.

**5.2 Professional Management.** The Association may employ a licensed community association management firm and/or one or more licensed community association managers to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or Improvements chargeable against the Association funds. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Association.

## ARTICLE 6. OFFICERS OF THE ASSOCIATION

6.1 **Executive Officers.** Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Officers must be Members. Any officer may be removed without cause from office by vote of a Majority of the Directors present at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary or Treasurer or Assistant Treasurer.

6.2 **President.** The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he/she may, in his or her discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

6.3 **Vice President.** In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. If there is more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated as "First Vice President", "Second Vice President", etc., and shall exercise the powers and perform the duties of the presidency in such order.

6.4 **Secretary.** The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the official and corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

6.5 **Treasurer.** The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the Assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he/she shall perform all of the duties incident to

the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

**6.6 No Officer Fees.** Officers shall not receive a fee or other compensation for service as officers of the Association. Officers may be reimbursed for reasonable out-of-pocket costs and expenses incurred by the officer as approved by the Board or written policy adopted by the Board.

**6.7 Employee Compensation.** The compensation of the employees of the Association shall be fixed by the Board. The Association shall not hire an officer or Director as an employee of the Association.

## **ARTICLE 7. RESIGNATIONS**

Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take immediately 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 timely 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 written resignation of such Director or officer.

## **ARTICLE 8. ACCOUNTING RECORDS; FISCAL MANAGEMENT**

### **8.1 Financial Reports.**

**8.1.1 Due Date.** Within ninety (90) days after the end of the fiscal year, or annually on the date provided in the Bylaws, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year or other date as provided in the Bylaws, the Association shall, within the time limits set forth below, provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

**8.1.2 Type of Financial Report.** The Association shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles as adopted by the Board of Accountancy. The financial statements shall be based upon the Association's total annual revenues, as follows:

**8.1.2.1** If the Association has total annual revenues of \$150,000 or more, but less than \$300,000, the Association shall prepare compiled financial statements.

**8.1.2.2** If the Association has total annual revenues of at least \$300,000, but less than \$500,000, the Association shall prepare reviewed financial statements.

**8.1.2.3** If the Association has total annual revenues of \$500,000 or more, the Association shall prepare audited financial statements.

**8.1.3 Owner Vote to Waive Statutory Financial Report.** If approved by a Majority of the Voting Interests present at a properly called Members Meeting of the Association, the Association may prepare or cause to be prepared: (1) A report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement; (2) A report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or (3) A report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement.

**8.2 Annual Budget.** The Board shall adopt a Budget (as defined and provided for in the Declaration) of the anticipated Operating Expenses for each forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose to be held prior to the end of the fiscal year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within fourteen (14) days after adoption of the Budget, a copy thereof shall be furnished to each Member, upon written request, and each Owner shall be given notice of the Individual Lot Assessment, Individual Golf Property Assessment and Benefited Assessment(s) applicable to his or her Lot(s). The copy of the Budget, if requested, shall be deemed furnished and the notice of the Individual Lot Assessment, Individual Golf Property Assessment and Benefited Assessments shall be deemed given upon its delivery or upon its being mailed to the Owner at the address of the Home owned by such Owner, or such other address as the Owner shall notify the Association of in writing or emailed to the Owner's email address.

**8.3 Financial Administration.** In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to ensure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

**8.4 No Revenue Anticipation.** No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits may be carried into the next succeeding year's Budget as a

deficiency or may be the subject of a Special Assessment or an upward adjustment to the Individual Lot Assessment.

**8.5 Depository.** The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited unless invested with another financial institution. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

## **ARTICLE 9. RULES AND REGULATIONS**

**9.1 Board Authority to Adopt.** The Board may at any meeting of the Board adopt Rules and Regulations or amend, modify or rescind, in whole or in part, then existing Rules and Regulations for the operation of Esplanade; provided, however, that such Rules and Regulations are not inconsistent with the terms or provisions of the Esplanade Documents.

**9.2 Transmittal of Rules and Regulations.** Copies of any Rules and Regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later.

**9.3 Posting of Rules and Regulations.** Notwithstanding the foregoing, when Rules and Regulations are to regulate the use of a specific portion of the Esplanade Property, same shall be conspicuously posted at such facility and such Rules and Regulations shall be effective immediately upon such posting. Reasonable care shall be taken to ensure that posted Rules and Regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted Rules and Regulations which are torn down or lost shall be promptly replaced.

## **ARTICLE 10. PARLIAMENTARY RULES**

The then latest edition of Robert's Rules of Order shall guide the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with the HOA Act, any of the Esplanade Documents, or the Rules and Regulations, Robert's Rules of Order shall yield to the provisions of such instrument.

## **ARTICLE 11. ROSTER OF OWNERS**

Each Owner shall promptly file with the Association a copy of the deed or other instrument showing his or her ownership of a Home in Esplanade. The Association shall maintain such information. The Association shall also maintain the electronic mailing addresses and numbers of those Owners consenting to receive notice by electronic transmission. The electronic mailing address and numbers provided by Owners consenting to receive notice by electronic transmission shall be removed from Association's official records when consent to receive notice by electronic transmission is revoked. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

## **ARTICLE 12. AMENDMENT OF BYLAWS**

These Bylaws may be amended in the following manner:

12.1 **Proposal.** A Majority of The Board may adopt a resolution proposing an amendment to these Bylaws setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one (1) meeting.

12.2 **Notice.** Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of Members Meetings.

12.3 **Approval.** Any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted upon receiving the affirmative vote of a Majority of the total eligible Voting Interests in the Association. However, these Bylaws may not be amended without the written consent of a Majority of the Board.

12.4 **Form and Recording.** Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of the Bylaws amendment and a certificate of amendment signed by the President and attested to by the Secretary or Assistant Secretary shall be recorded amongst the Public Records of the County.

## **ARTICLE 13. PRE-SUIT MEDIATION**

Pursuant to the HOA Act, mandatory mediation shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

## **ARTICLE 14. RECALL OF BOARD MEMBERS AND ELECTION DISPUTES**

For so long as required by the HOA Act, arbitration before the Department shall be required for election disputes and disputes involving the recall of any member of the Board. Any member of the Board may be recalled and removed from office as provided for and described in the HOA Act.

## **ARTICLE 15. INTERPRETATION**

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

## **ARTICLE 16. FINING AND SUSPENSION.**

16.1 **Reasonable Fines.** The Association may levy reasonable fines. A fine may not exceed five hundred dollars (\$500.00) per violation against any Member or any Member's Tenant,

Guest, or invitee for the failure of the Lot Owner or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Bylaws, or reasonable Rules and Regulations of the Association. A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed twenty-five thousand dollars (\$25,000.00) in the aggregate. A fine of less than one thousand dollars (\$1,000.00) may not become a lien against a Lot. A fine of one thousand dollars (\$1,000.00) or more may become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court.

**16.2 Suspension.** The Association may suspend, for a reasonable period of time, the right of a Member, or a Member's Tenant, Guest, or invitee, to use Association Property and facilities for the failure of the Lot Owner or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Bylaws, or reasonable Rules and Regulations of the Association. This paragraph does not apply to that portion of Association Property used to provide access or utility services to the Lot. A suspension may not prohibit an Owner or Tenant of a Lot from having vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

**16.3 Procedure.** A fine or suspension levied by the Board may not be imposed unless the Board first provides at least fourteen (14) days' notice to the Lot Owner and, if applicable, any occupant, licensee, or invitee of the Lot Owner, sought to be fined or suspended and an opportunity for a hearing before the Appellate Committee. If the Appellate Committee, by Majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed. The role of the Appellate Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the proposed fine or suspension levied by the Board is approved by the Appellate Committee, the fine payment is due five (5) days after notice of the approved fine is provided to the Lot Owner and, if applicable, to any occupant, licensee, or invitee of the Lot Owner. The Association must provide written notice of such fine or suspension by mail or hand delivery to the Lot Owner and, if applicable, to any occupant, licensee, or invitee of the Lot Owner.

**16.4 Suspension due to Delinquency.** If a Member is more than ninety (90) days delinquent in paying any Assessment, fee, fine, or other monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's Tenant, Guest, or invitee, to use Association Property and facilities until the Assessment, fee, fine, or other monetary obligation is paid in full. This subsection does not apply to that portion of Association Property used to provide access or utility services to the Lot. A suspension may not prohibit an Owner or Tenant of a Lot from having vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park. The notice and hearing requirements under Article 16.3 do not apply to a suspension imposed under this subsection.

**16.5 Appellate Committee.** The Appellate Committee shall be comprised of at least three (3) Members of the Association appointed by the Board who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, Director,

or employee. Each new member of the Appellate Committee shall be appointed by the Board and shall hold office until such time as such member has resigned, has been removed by the Board, or such member's successor has been appointed, as provided herein. Members of the Appellate Committee may be removed at any time with or without cause by a Majority vote of the Board. The Board shall have the sole right to appoint and remove all members of the Appellate Committee.