
BYLAWS
of
BEACHWALK CONDOMINIUM ASSOCIATION OF GULFPORT, INC.

*A corporation not for profit
existing under the laws
of the State of Florida*

A. PRINCIPAL OFFICE.

The initial principal office of the Association shall be located at 2936 68th Avenue South, St. Petersburg, FL 33712. The address of the principal office may be changed at the discretion of the Board of Directors.

B. MEMBERSHIP.

1. **Members.** All persons owning a vested present interest in the fee title to a condominium unit in Beachwalk, A Condominium, or any other condominium operated by the Association, which interest is evidenced by a duly recorded proper instrument in the Public Records of Pinellas County, Florida, shall automatically be members of this Association; their membership shall automatically terminate as their vested interest in the fee title terminates. Such membership may be evidenced by the issuance of a membership certificate which shall be deemed automatically cancelled when the membership it evidences is terminated as provided herein.

2. **Voting Rights.** Each unit shall be entitled to one (1) vote. Subject to the provisions of Section 718.112, *Florida Statutes*, regarding the use of general and limited proxies, any vote may be cast in person or by proxy executed in writing and filed with the secretary. Any otherwise properly executed proxy which does not appoint a specific person as the proxyholder shall automatically be deemed to designate the President of the Association as the proxyholder.

3. **Proxies.** Except as specifically provided herein, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division"). Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements as provided by Section 718.111(14); for votes taken to amend the Declaration of Condominium pursuant to Section 718.110; for votes taken to amend the Articles of Incorporation or these Bylaws; and for any other matter for which applicable law requires or permits a vote of the unit

owners. No proxy, limited or general, shall be used in the election of board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this paragraph, unit owners may vote in person at unit owner meetings. 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 is revocable at any time at the pleasure of the unit owner executing it. Any otherwise properly executed proxy which does not appoint a specific person as the proxy holder shall automatically be deemed to designate the President of the Association as the proxyholder.

4. **Voting Representatives.**

(a) If title to a condominium unit is vested in one individual, including title held as trustee, that individual shall automatically be designated as voting representative on admission to membership.

(b) If title to a condominium unit is vested in more than one owner, the vote or votes to which the condominium unit is entitled may be cast by any of the joint owners. If more than one (1) of the joint owners of a unit are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they will lose their right to vote on that subject at the meeting.

(c) If title to a condominium unit is owned by a corporation, partnership, or other legal entity, then any officer, director or other authorized representative of such entity shall be entitled to cast the vote or votes for said unit.

(d) An administrator, executor, personal representative, guardian, conservator or receiver of the owner of a unit, without a transfer of title to said unit into his name, shall have a right to cast the vote or votes for said unit.

(e) The developer may be represented by any director, officer, employee or agent of the developer.

(f) The Association shall have a right to rely on the veracity of any person indicating that he or she is the authorized representative of the owner of a unit as set forth in subsections (a) through (e) above.

5. **Annual Meeting.** An annual meeting of the members shall be held each year at such time and place as may be designated by the board of directors for the purpose of electing directors of the Association and for the transaction of such other business as may come before the meeting.

6. **Special Meetings.** Special meetings may be called by the president or by the board of directors, or by the written request of at least ten percent (10%) of the voting interests of the members, for any purpose and at any time.

7. **Notices.** Written notice of annual and special meetings of members, which shall include an agenda, shall be provided to members either personally or by first class mail at least fourteen (14) days prior to the date of the meeting and shall be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding the annual meeting. Upon notice to the unit owners, the board shall by duly adopted rule designate a specific location on the condominium or association property upon which all notices of unit owner meetings shall be posted. If mailed, such notice shall be deemed given when deposited in the U.S. Mail addressed to the owner at his address as it appears in the books of the Association. Members may waive such notice and may act by written agreement without meetings; provided that there must be an annual meeting of the members. Notwithstanding the above, notice of the annual meeting of members shall be by mail unless the member waives in writing the right to receive such notice by mail. An officer of the Association, or the manager or other person providing notice of the Association meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association affirming that the notice was mailed or hand delivered as required, to each unit owner at the address last furnished to the Association.

8. **Approvals.** Any approval by unit owners called for by the Articles of Incorporation, Declaration of Condominium or these Bylaws shall be made at a duly noticed meeting of unit owners and shall be subject to all requirements of the Condominium Act or the applicable condominium documents relating to unit owner decision making, except that unit owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by the applicable bylaws or the Declaration of Condominium or any statute which provides for such action.

9. **Quorum and Voting.** One-half (1/2) of the voting rights represented in person, or by proxy, shall constitute a quorum, and if a quorum is not present, a majority of the voting rights present may postpone the meeting from time to time until a quorum is present. Proper notice of any such

postponed meeting shall be given to the members as is otherwise required herein for such a meeting as originally scheduled. A member shall be deemed present for purposes of a quorum with respect to any question or election upon which his written and signed proxy shall have been received by the secretary. A simple majority of all voting rights present in person or otherwise represented shall decide any question brought before the meeting, except when otherwise required by the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws. Members shall have the right to participate in meetings of the members with reference to all designated agenda items, subject to reasonable rules adopted by the Association governing the frequency, duration and manner of member participation. Any member may tape record or videotape a meeting of the members subject to the provisions of Section 718.112, Florida Statutes, and any rules and regulations promulgated pursuant thereto by the Division.

C. BOARD OF DIRECTORS.

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 in the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, and these Bylaws.

2. **Number.** The board of directors shall consist of no less than three (3) directors.

3. **Qualification.** Each director shall be a member or a person exercising the rights of an owner who is not a natural person, except that during such time as the Developer, its successors and assigns, has the right to appoint any directors of the Association pursuant to the Articles of Incorporation, no director appointed by Developer need be a member of the Association. All directors shall act without compensation.

4. **Election and Term.** Except as hereinafter provided, the term of each director shall expire upon the election of his successor at the next succeeding annual meeting of members. Commencing with the first annual meeting of members at which unit owners other than the Developer elect a majority of the board of directors, the two (2) directors receiving the highest number of votes shall serve two (2) year terms, and the other elected director shall serve a one (1) year term. At each annual meeting of members thereafter, directors shall be elected for two (2) year terms to fill the vacancies of those directors whose terms are then expiring. All directors shall serve until their respective successors shall have been duly elected and qualified, or until their earlier resignation, disqualification, removal or death. Directors appointed by the Developer shall serve until their resignation or removal by Developer.

~~Nomination and election of directors shall comply with the requirements of Section 718.112, Florida Statutes.~~

5. **Regular Meetings.** An annual meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the board.

6. **Special Meetings.** Special meetings of the board may be called by the president or a majority of the directors for any purpose and at any time or place.

7. **Budget Meetings.** The board of administration shall mail or hand deliver to each unit owner at the address last furnished to the Association a meeting notice and copies of the proposed annual budget of common expenses not less than fourteen (14) days prior to the meeting of the units owners or the board of administration at which the budget will be considered. Evidence of compliance with this fourteen (14) day notice must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting and filed among the official records of the Association. Since the Declaration of Condominium provides that the budget may be adopted by the board, the unit owners shall be given written notice of the time and place of the meeting of the board to consider the budget. The meeting shall be open to the unit owners. If a board adopts in any fiscal year an annual budget which requires assessments against unit owners which exceed 115 percent of assessments for the preceding fiscal year, the board shall conduct a special meeting of the unit owners to consider a substitute budget if the board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the association, a notice of the meeting. An officer or manager of the association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the association. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority of all the voting interests. The board may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of the voting interests in writing, the budget shall be adopted. If a meeting of the unit owners has been called and a quorum is not attained or a substitute budget is

~~not adopted by the unit owners, the budget adopted by the board shall go into effect as scheduled. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation. However, as long as the Developer is in control of the board, the board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of all of the voting interests.~~

8. **Notices.** Notice of any meeting of the board shall be mailed by first class mail or delivered to each director at his address shown in the Association records at least five (5) days before such meeting, unless notice is waived by such director. If mailed, such notice shall be deemed given when deposited in the U.S. Mail addressed to the director at his address as it appears in the records of the Association. Notices of special meetings shall state the purpose thereof. Notices of any meeting at which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Notice of any meeting of the board shall specifically incorporate an identification of agenda items and shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours in advance of the meeting, except in an emergency. Any item not included in the notice may be taken up on an emergency basis by at least a majority plus one (1) of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the board. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to the unit owners and shall be posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with the 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. Upon notice to the unit owners, the board shall by duly adopted rule designate a specific location on the condominium property upon which all notices of board meetings shall be posted.

9. **Quorum and Voting.** A majority of directors shall constitute a quorum. If a quorum is not present, a majority of those present may postpone the meeting from time to time until a quorum is present. Proper notice of any such postponed meeting shall be given as is otherwise required herein for such

~~a meeting as originally scheduled. At any meeting that takes place on account of a previously adjourned meeting, any business that might have been addressed at the meeting as originally called may be addressed. The vote of a majority of directors present shall decide any matter before the board, except as may be otherwise required by the Articles of Incorporation, these Bylaws, or the Declaration of Condominium. A director may join by written concurrence in any action taken at a meeting of the board of directors, but such concurrence may not be used for the purpose of creating a quorum. Board members utilizing telephone conference calls may be counted toward obtaining a quorum, and may vote over the telephone. Directors may not vote by proxy or by secret ballot at board meetings, except that officers may be elected by secret ballot. A vote or abstention for each member shall be recorded in the minutes of the meeting.~~

10. **Removal.** Any director appointed by the Developer may be removed by the Developer at any time by giving written notice to the board of directors, and the vacancy created by such removal shall be filled by appointment by the Developer. Any director elected by the members may be removed by a majority vote of all voting interests.

11. **Telephone Conferences.** Directors may attend meetings of the board of directors by means of telephone conference; provided that a telephone speaker shall be attached so that the discussion may be heard by all board members and by any unit owner present in an open meeting.

12. **Attendance by Members.** Members are allowed to attend all meetings of the board of directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items; provided, however, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owners' statements. Subject to the provisions of Section 718.112 *Florida Statutes*, and the rules and regulations promulgated pursuant thereto by the Division of Florida Land Sales, Condominiums and Mobile Homes, any unit owner may tape record or videotape meetings of the board of directors.

13. **Inquiries.** When any unit owner files a written inquiry by certified mail with the board, the board shall respond to the unit owner within thirty (30) days of receipt of the inquiry. The board shall give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division. If the board requests advice from the Division, the board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive

response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the board from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one (1) written inquiry per unit in any given thirty-day period. In such a case any additional inquiry, or inquiries, must be responded to in the subsequent thirty-day period, or periods, as applicable.

D. COMMITTEES.

1. **Function.** Except when specifically delegated authority to act, committees shall serve in an advisory capacity to the board of directors and the membership and shall make specific recommendations to the board and the members regarding those aspects of the business and affairs of the Association for which they have been delegated responsibility. Any committee shall have and may exercise all of the authority granted to it by the board of directors, except that no committee shall have the power to:

- (a) Fill vacancies on the board of directors or on a committee;
- (b) Adopt, amend or repeal the Articles of Incorporation or the Bylaws;
- (c) Amend or repeal any resolution of the board of directors; or
- (d) Act on any matters committed by the Condominium Act, the Articles of Incorporation, the Bylaws, the Declaration of Condominium or a resolution of the board of directors to another committee or to the board.

2. **Types of Committees.** The board of directors may appoint such standing committees or *ad hoc* committees as it deems necessary from time to time.

3. **Appointment and Term.** The board shall appoint committee members from among the members, or in the case of an owner who is not a natural person from among those representing the member; provided, however, that prior to the time that the unit owners other than the Developer elect a majority of the board of directors committees may include employees, agents and representatives of the Developer. The board of directors shall designate a chairman and a secretary for each committee, which positions may be filled by one or more members. The members of each committee shall initially be

~~appointed at any meeting of the board and thereafter shall be appointed at the annual meeting of the board. Each appointee shall take office on the day of such board meeting and shall hold office until the next annual meeting of the board and until a successor shall have been appointed, or until his earlier resignation, disqualification, death or removal from office, or until such committee shall terminate, whichever first occurs.~~

4. **Removal, Resignation and Vacancies.** Any committee member may be removed from office by the board of directors at any time with or without cause. Any member of a committee may resign therefrom by providing written notification of such resignation to the President of the Association, and any such resignation shall become effective immediately upon receipt by the President of such written notification or at such later date as may be specified in the notification. Any vacancy occurring in the membership of any committee or any position on any committee to be filled by reason of an increase in the number of members of a committee shall be filled by the board of directors.

5. **Regular Meetings.** Regular meetings of each standing committee shall be held at such times as are determined by the chairman of the committee. There shall be no regular meetings of an *ad hoc* committee unless established by the chairman of said committee.

6. **Special Meetings.** Special meetings of any committee may be called at any time by the chairman of the committee or by twenty-five percent (25%) of the members thereof.

7. **Notice of Meetings.** Notice of any committee meeting shall be mailed or delivered to each committee member at his address shown in the Association records at least three (3) days before such meeting, unless notice is waived by such committee member. Notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to the unit owners and shall be posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

8. **Quorum and Voting.** A majority of the committee members will constitute a quorum. If a quorum is not present, the majority of those present may postpone the meeting from time to time until a quorum is present. The vote of a majority of the committee members present at any legally convened meeting shall decide any matter before the committee, unless a greater number is required by resolution of the board.

9. **Members' Attendance.** Committee meetings at which a quorum is present shall be open to all unit owners. The right to attend such meetings includes the right to speak at such meetings with reference to all agenda items, subject to reasonable rules adopted by the Association governing the frequency, duration and manner of unit owners' statements.

E. **OFFICERS.**

1. **Number.** The officers shall be a president, a past president, a vice president, a secretary, and a treasurer, and such other officers as the board of directors may designate from time to time by resolution, each of whom shall be elected by the board of directors. Any two (2) or more offices may be held by the same person. All officers shall act without compensation.

2. **Election and Term.** Each officer shall be elected annually by the board of directors at the first meeting of directors following the annual meeting of members and shall hold office until a successor shall have been elected and duly qualified, or until such officer's earlier resignation, disqualification, removal or death.

3. **President.** The president shall be the principal executive officer of the Association and shall supervise all of the affairs of the Association. He shall preside at all meetings of members and directors. He shall sign all agreements and recordable instruments on behalf of the Association, unless otherwise provided by resolution of the board of directors.

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 also perform such duties as may be designated by the board of directors.

5. **Secretary.** The secretary may attest to any agreement or recordable instrument on behalf of the Association, but such attestation shall not be required. The secretary shall record the minutes of meetings of members and directors. The secretary shall have the primary responsibility, but not the exclusive right, to give notices required by these Bylaws. He shall

~~have custody of and maintain the records of the Association, other than those maintained by the treasurer.~~

6. **Treasurer.** The treasurer shall have custody of all funds of the Association, shall deposit the same in such depositories as may be selected by the board of directors, shall disburse the same, and shall maintain the Association's financial records, which shall be available for inspection by any member at all reasonable times. At the discretion of the board of directors, the functions of the treasurer may be delegated to and performed by a managing agent or financial institution.

7. **Fidelity Bonds.** The Association shall obtain and maintain adequate bonding of all persons who control or disburse funds of the Association in the principal sum required by Section 718.111(11)(d), *Florida Statutes*. The Association shall bear the cost of such bonding. However, in the case of a person providing management services to the Association and required to be licensed pursuant to Section 468.432, *Florida Statutes*, the cost of bonding may be reimbursed by the Association.

8. **Removal.** Any officer may be removed, with or without cause, by a majority vote of the board of directors present at any meeting of the board, and the vacancy thereby created shall be filled by an election by the board of directors.

F. **MANAGER AND EMPLOYEES**

1. The board of directors may employ the services of a manager and other employees and agents as they shall determine appropriate to manage, operate, and care for the condominium property, with such powers and duties and at such compensation as the board may deem appropriate and provide by resolution from time to time. Such manager, employees, and agents shall serve at the pleasure of the board. Any management agent that handles funds of the Association shall obtain a fidelity bond conforming to the requirements of Section 718.111(11)(d), *Florida Statutes*, and shall provide the Association with a Certificate of Insurance evidencing compliance with said section.

G. **CONTRACTS AND FINANCES**

1. **Contracts.** In addition to the authority granted herein to the president and vice presidents, the board of directors may authorize any officer or agent to execute and deliver any contract or other instrument on behalf of the Association.

~~2. **Loans.** No loan shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors and, where required by the Condominium Act, the Articles of Incorporation, these Bylaws or the Declaration of Condominium, said loans or indebtedness have been approved by the members of the Association.~~

3. **Checks and Notes.** All checks, drafts, and other orders for payment of money issued in the name of the Association shall be signed by the treasurer or such officers or agents of the Association as shall from time to time be authorized by resolution of the board of directors. All promissory notes or other evidences of indebtedness of the Association shall be signed by the president or a vice president.

4. **Deposits.** All funds of the Association shall be deposited from time to time in the name of the Association in such banks, savings and loan associations, or other depositories as the board of directors may select from time to time.

5. **Fiscal Year.** Unless otherwise established by resolution of the board of directors, the fiscal year of the Association shall begin on the first (1st) day of January of each year.

6. **Initial Contribution.** At the time of closing the Association may collect from the initial purchaser of a unit an initial contribution in an amount equal to two (2) monthly installments of the annual assessment as determined from time to time, which sum shall be in addition to the assessments otherwise due with regard to said unit.

H. **ANNUAL BUDGET**

1. **Proposed Budget.** The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications including, if applicable, but not limited to, those expenses listed in Section 718.504(21), *Florida Statutes*. In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements, the budget or a schedule attached thereto shall show amounts budgeted therefor.

2. **Reserve Accounts.** In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any

other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates of extension of the useful life of a reserve item caused by deferred maintenance. This paragraph does not apply to budgets in which the members of the Association have, by a majority vote, at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than required by this paragraph. However, prior to turnover of control of the Association by the Developer to unit owners other than the Developer, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two (2) years of the operation of the Association, after which time reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a duly called meeting of the Association. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

3. **Reserve Funds.** Reserve funds and any interest accruing thereon shall remain in the reserve account, or accounts, and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests, voting in person or by limited proxy, at a duly called meeting of the Association. Prior to turnover of control of the Association by the Developer to unit owners other than the Developer, the Developer-controlled Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all nondeveloper voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

I. **VACANCIES**

1. **Procedures to Fill Board Vacancy.** Subject to the provisions of Section 718.301, *Florida Statutes* concerning transfer of association control, any vacancy occurring on the board prior to the expiration of a term, except in the case of a vacancy caused by recall, may be filled by the affirmative vote of a majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative, a board may in its discretion hold an election to fill the vacancy, in which case election procedures must conform to the requirements of Section 718.112(2)(d)3, *Florida Statutes* and Rule 61B-23.0021, Florida Administrative Code. A board member appointed or elected pursuant to procedure shall fill

~~the vacancy until the next regularly scheduled election for any position, regardless of whether the board seat to which the member was appointed or elected is scheduled to be filled at that election. If, however, upon appointment, the Association has already mailed or delivered the first notice of election pursuant to Section 718.112(2)(d)3., *Florida Statutes*, the board member appointed or elected as provided in this section shall serve until the next election scheduled in the future for any position.~~

2. **Procedure to Fill Recall Board Vacancy.** When the voting interests have recalled one or more board members at a unit owner meeting, the following provisions apply regarding the filling of vacancies on the board:

(a) If less than a majority of the existing board is recalled at the meeting, no election of replacement board members shall be conducted at the unit owner meeting as the existing board may, in its discretion, fill these vacancies, subject to the provisions of Section 718.301, *Florida Statutes* and Rules 61B-23.003 and 61B-23.0026, Florida Administrative Code, by the affirmative vote of the remaining board members. In the alternative, if less than a majority of the existing board is recalled at the unit owner meeting, the board may call and conduct an election which meets the requirements of Section 718.112(2)(d), *Florida Statutes*, and Rule 61B-23.0021, Florida Administrative Code, to fill a vacancy or vacancies.

(b) If a majority or more of the existing board is recalled at the meeting, an election, which is subject to the provisions of Section 718.301, *Florida Statutes*, and Rule 61B-003 and 61B-23.0026, Florida Administrative Code, shall be conducted at the recall meeting to fill vacancies on the board occurring as a result of recall. The voting interest may vote in person or by limited proxy to elect replacement board members in an amount equal to the number of recalled board members. Newly selected or elected board members shall take office in accordance with the provisions of Rule 61B-23.0027(3)(e), Florida Administrative Code.

3. **Procedure to Fill Other Vacancies.** A vacancy in any other office other than board of administration created by death, disqualification, removal or resignation of the person holding office shall be filled for the balance of the term of the office by vote of the board of administration.

J. **AMENDMENTS TO BYLAWS**

1. These Bylaws may be altered or repealed at any meeting of the Board by a majority vote. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended, new words shall be inserted in the text

~~underlined, and words to be deleted shall be lined through with hyphens.~~
However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw _____ for present text". Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

K. **REGULATIONS**

1. The board of directors may from time to time adopt such uniform administrative rules and regulations governing and restricting the use and maintenance of the condominium units and common elements and other property owned or operated by the Association as may be deemed necessary and appropriate to prevent unreasonable interference with the use thereof and to assure the enjoyment thereof by the unit owners. Such rules and regulations shall not be inconsistent with the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws. A copy of such rules and regulations shall be made available to each unit owner and occupant, although the failure to furnish a copy thereof in any instance shall not affect the enforceability of any such rule or regulation.

L. **REMEDIES FOR VIOLATION**

1. **Legal Remedies.** In the event of violation of any provisions of any declaration of condominium, the articles of incorporation, these Bylaws, any rules and regulations, or the Condominium Act, the Association, on its own behalf, may, but is not required to, bring appropriate action to enjoin such violation or to enforce the provisions of such document or sue for damages, or take all such courses of action at the same time, or bring appropriate action for such other legal or equitable remedy as it may deem appropriate. Failure by the Association to enforce any such provision shall in no event be deemed a waiver of the right to enforce later violations. Initiation and conclusion of the hearing procedures described hereinbelow shall not be a condition precedent to an action under this section.

2. **Hearing Procedures.** In the event of violation of any of the provisions of the Declaration of Condominium, these Bylaws, or reasonable rules of the Association, the Association shall have the right to initiate in-house hearing procedures. These hearing procedures shall constitute a separate remedy for the Association, and they are not a condition precedent to the remedies described in Section 1 above. In any such hearing procedure the

~~alleged non-complying owner, or other defendant, shall be given a reasonable opportunity to be heard. Said owner, or other defendant, shall be notified by certified mail, return receipt requested, or by hand delivery, of any hearing before the Board at least fourteen (14) days in advance of such hearing. The notice shall include:~~

- (a) A statement of the date, time and place of the hearing.
- (b) A statement of the provisions of the document which have allegedly been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

The party against whom a remedy may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Board. At the conclusion of testimony, the Board shall deliberate the evidence. By a majority vote, the Board shall determine whether a violation has occurred. If the Board concludes that a violation has taken place, it shall have the right to elect any one or a combination of the following remedies:

- (i) Reprimand the appropriate party;
- (ii) Levy a fine not in excess of \$100.00; however, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00.
- (iii) Authorize the initiation of action under Section 1 above.

The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied.

3. **Cumulative.** The remedies contained in this Article are in addition to and not in lieu of other remedies otherwise provided by law.

4. **Costs.** In the event that the Association is the prevailing party in any action brought pursuant to Section 1 above, or in the event that the Board determines that a violation has occurred pursuant to Section 2 above, then all costs and expenses incurred by the Association in such enforcement action(s), including without limitation filing and service of process fees, and

~~attorneys' fees and costs incident to the proceeding, before trial, during trial, upon any appeal and in any post judgment proceedings shall be paid to the Association by the unit owner, or other defendant, determined to be in violation.~~

M. SEAL

1. The board of directors shall provide a corporate seal, circular in form, showing the corporate name, the year and state of incorporation, and the words "corporation not for profit".

N. COLLECTION OF ASSESSMENTS

1. Assessments for the payment of common expenses shall be levied annually by the board of directors in the manner provided in the Declaration of Condominium. Each unit's annual assessment shall be due and payable in advance to the Association on the first day of each month of each budget year. Special assessments may be levied by the board of directors in the manner provided in the Declaration of Condominium or the Condominium Act.

O. MANDATORY NON-BINDING ARBITRATION

1. In accordance with the provisions of Section 718.1255, *Florida Statutes*, prior to the institution of any court litigation arising out of or related to the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or any rules adopted by the Association, the parties to such dispute shall petition the Division for non-binding arbitration.

P. CERTIFICATE OF COMPLIANCE

1. A Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Association's board of directors as evidence of compliance of the condominium units with the applicable fire and life safety code.

Q. LIMITED POWER OF CONVEYANCE

1. The Association shall have the power to convey a portion of the common elements 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.

R. **THE CONDOMINIUM ACT**

1. In the event of a conflict between the provisions of these Bylaws and the Condominium Act, or in the event the Condominium Act sets forth mandatory bylaws provisions that are not expressly contained herein, the terms and provisions of the Condominium Act shall control (except to the extent that the Condominium Act allows these Bylaws to vary the provisions of the Condominium Act) and, to that extent, are incorporated by reference herein. As used in these Bylaws, the "Condominium Act" shall mean the provisions of Chapter 718, *Florida Statutes*.

2. All provisions of Section 718.112(2)(a) through (m), Florida Statutes, are deemed to be included in these bylaws.

S. **SURFACE WATER MANAGEMENT SYSTEM**

1. In the event of dissolution of the Association any plan of dissolution shall require that the Association transfer the surface water management system to an appropriate agency of local government and that if said transfer is not acceptable to such agency of local government, then the surface water management system shall be transferred to another not for profit corporation.

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CERTIFICATE

The foregoing were adopted as the Bylaws of BEACHWALK
CONDOMINIUM ASSOCIATION OF GULFPORT, INC., a Florida corporation not
for profit, on 1/18/07, ~~2006~~.


