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*Note the names of the merging corporations are incorrect in the signature line, but are correct on page 1, so will accepted as is. Per Sasan

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April 6, 2006

Florida Division of Corporations
Attn: Amendment Section
PO Box 6327
Tallahassee, FL 32314

Re: Filing Articles of Merger for Carolina Landings Master Association, Inc. n/k/a Carolina Landings at University Place Condominium Association, Inc

Dear Division folks:

Enclosed for filing are the following items:

1. Original executed Articles of Merger, with attached Plan of Merger, including numbered Exhibits 1, 2, and 3. Please note that Amended and Restated Articles of Incorporation were adopted as part of the Plan or Merger. The Amended and Restated Articles of Incorporation are attached as Exhibit 2 to the Plan of Merger, and have been executed.
2. Check for \$157.50 payable to the Florida Department of State.

The check includes payment for the following items:

1. The merger fee of \$35 for each of the 4 corporations. (\$140.00).
2. \$8.75 for a Certificate of Status for the surviving corporation.
3. \$8.75 for a certified copy of the Articles of Merger.

I understand no additional fee is necessary to file the Amended and Restated Articles of Incorporation since filed as an exhibit to the Plan of Merger.

For your information, the amendments attached as Exhibit 1 to the Plan of Merger have been recorded in Manatee County. Therefore, under paragraph 9 of the Plan of Merger, the effective date of the merger will be the date that the enclosed documents are filed with your department.

Please contact me if you have questions or need additional information.

Very truly yours,


Chad M. McClenathen

cc: Carolina Landings at University Place Condominium Association, Inc., without enclosures.

ARTICLES OF MERGER

1. The undersigned corporations, being validly and legally formed under the laws of the state of Florida, have adopted a Plan of Merger. The Plan of Merger is attached as Exhibit "A" to these Articles of Merger.

2. Under the Plan of Merger, the name of the surviving corporation is **Carolina Landings Master Association, Inc., n/k/a Carolina Landings at University Place Condominium Association, Inc.**, a Florida corporation not for profit.

3. The Plan of Merger of the undersigned corporations was adopted under F.S. 617.1103.

4. The Plan of Merger shall become effective as provided in Paragraph 9 thereof.

5. The Articles of Incorporation of the surviving corporation are being amended and restated as permitted in F.S. 617.1007 and 617.1101(2)(c). The Amended and Restated Articles of Incorporation are attached as Exhibit 2 to the Plan of Merger.

6. These Articles of Merger, and the exhibits hereto, were approved by vote of not less than two-thirds of the Board of Directors of the surviving corporation; and by vote of not less than two-thirds of the Board of Directors of each merging corporation; at duly noticed and convened board meetings held on October 18, 2005, and by not less than two-thirds of the members of each merging corporation at meetings held on January 23, 2006, which vote also satisfied the requirement that not less than two-thirds of the members of the surviving corporation approve the amendments. The number of votes cast in favor of the adoption of the amendments was sufficient for approval under the terms of the Articles of Incorporation of the corporations, and applicable law.

The statements set forth in these Articles of Merger are true and correct and are certified as such on this day of March, 2006.

**Carolina Landings Master Association, Inc.
n/k/a Carolina Landings at University Place
Condominium Association, Inc.**

Chuck Shah
By: **CHUCK SHAH**, President

**Carolina Landings at University Place
Condominium Association A, Inc.**

Barbara A. Anzellucci
By: **Barbara A. Anzellucci**, President

**Carolina Landings at University Place
Condominium Association B, Inc.**

Edwin H. Schreiber
By: **Edwin H. Schreiber**, President

**Carolina Landings at University Place
Condominium Association C, Inc.**

Chuck Shah
By: **CHUCK SHAH**, President

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PLAN OF MERGER

This Plan of Merger is by and between **Carolina Landings Master Association, Inc.**, a Florida corporation not-for-profit (the "Surviving Corporation") and the following corporations (the "Merging Corporations"):

- **Carolina Landings at University Place Condominium A Association, Inc.**, a Florida corporation not-for-profit.
- **Carolina Landings at University Place Condominium B Association, Inc.**, a Florida corporation not-for-profit.
- **Carolina Landings at University Place Condominium C Association, Inc.**, a Florida corporation not-for-profit.

The Surviving Corporation and the Merging Corporation are sometimes referred to collectively herein as the "Constituent Corporations."

1. Constituent Corporations. The Constituent Corporations are Florida corporations not-for-profit, organized on a nonstock basis, and are in good standing with the Division of Corporations.

2. Condominium Property. The Constituent Corporations are in charge of the operation and control of the Carolina Landings at University Place community located in Manatee County, Florida, as more particularly described below:

A. The Surviving Corporation acts as a master association for the entire Carolina Landings at University Place community, and owns and operates common area, in accordance with the Declaration of Master Association Covenants and Restrictions for Carolina Landings at University Place as recorded in Official Records Book 1875, Page 3302, et seq., Public Records of Manatee County, Florida, as amended (Master Declaration).

B. The Merging Corporations are in charge of the operation and control of 200 residential condominium units pursuant to the following documents (Condominium Declarations):

a. Declaration of Condominium for Carolina Landings at University Place Condominium A as recorded in Official Records Book 1859, Page 5594, et seq., Public Records of Manatee County, Florida, as amended.

b. Declaration of Condominium for Carolina Landings at University Place Condominium B as recorded in Official Records Book 1863, Page 3950, et seq., Public Records of Manatee County, Florida, as amended.

c. Declaration of Condominium for Carolina Landings at University Place Condominium C as recorded in Official Records Book 1956, Page 7581, et seq., Public Records of Manatee County, Florida, as amended.

The three condominiums are not being merged. Amendments to each of Condominium Declarations, and the Master Declaration, shall be adopted as part of this Plan of Merger as set forth in the proposed amendments attached hereto as Composite Exhibit 1.

3. Surviving Corporation. The Surviving Corporation shall continue to serve as a master association for the entire Carolina Landings at University Place community, and shall become the condominium association that operates the three condominiums described in the Condominium Declarations.

4. Principal Office. The principal office of Surviving Corporation shall be c/o Advanced Management, Inc., 9031 Town Center Parkway, Bradenton, Florida 34202.

5. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be the Amended and Restated Articles of Incorporation attached hereto as Exhibit 2, which shall be adopted as part of this Plan of Merger.

6. Bylaws. The Bylaws of the Surviving Corporation shall be the Amended and Restated Bylaws attached hereto as Exhibit 3, which shall be adopted as part of this Plan of Merger.

7. Directors and Officers. The initial directors of the Surviving Corporation shall be composed of seven (7) members who shall be elected by plurality vote of the unit owners participating at the meeting at which this Plan of Merger is adopted. The eligibility to serve as a director, nomination and election procedures, and terms of the newly elected directors shall be as set forth in Section 5 of the Amended and Restated Bylaws attached as Exhibit 3 hereto.

8. Approval by Members. This Plan of Merger is subject to approval by not less than two-thirds of Board of Directors of the Surviving Corporation, by not less than two-thirds vote of the Board of Directors of each Merging Corporation, and by not less than two-thirds of the unit owners in each Condominium, which shall also constitute approval by not less than two-thirds of the membership of the Surviving Corporation. Upon approval, the officers of the Surviving Corporation are authorized and directed to file Articles of Merger, with a copy of this Plan of Merger, with the Division of Corporations and to file all appropriate amendments to the Master Declaration, and the Articles of Incorporation and Bylaws of the Surviving Corporation, in the Public Records of Manatee County, Florida. The officers of the Merging Corporations are authorized and directed to file the attached amendments to the Condominium Declarations. The officers of the Surviving Corporation shall join in the amendments to the Condominium Declarations to accept responsibility to act as the condominium association for those condominiums as set forth in this Plan of Merger. All the aforesaid amendments shall be filed on the same day and at the same time with the Clerk of Court for Manatee County.

9. Effective Date of Merger. This merger shall become effective on the last to occur of the following dates:

- a. The date the Articles of Merger are filed in the offices of the Florida Secretary of State, or
- b. The date the amendments attached to the Plan of Merger are recorded in the Public Records of Manatee County, Florida, or
- c. December 31, 2005.

10. Effect of Merger. When the merger becomes effective, the separate existence of the Merging Corporations shall cease, except as may be required for carrying out the purposes of this Plan of Merger or as continued by statute. All of the rights, privileges, powers, franchises, assets, causes of action, and interests of any kind whatsoever of the Merging Corporations, including all real property owned by the Merging Corporations as reflected by instruments filed in the Public Records of Manatee County, Florida, shall become the property of the Surviving Corporation and shall not revert or be in any way impaired by reason of the merger. All rights of creditors and all liens on the property of the Merging Corporations shall be preserved unimpaired, and all debts, liabilities, and duties of the Merging Corporations shall henceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if those debts, liabilities, and duties initially had been incurred or contracted by the Surviving Corporation.

**PROPOSED AMENDMENTS
TO THE
DECLARATION OF MASTER ASSOCIATION COVENANTS AND RESTRICTIONS
FOR CAROLINA LANDINGS AT UNIVERSITY PLACE**

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

.....

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

.....

Section 1.13. "Master Association" or "Association" shall mean and refer to Carolina Landings ~~Master at University Place Condominium Association, Inc.~~, a Florida corporation not for profit, being the entity responsible for the administration and enforcement of, and performance of certain duties under this Master Declaration.

.....

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION**

.....

Section 3.2. Board of Directors. The Master Association shall be governed by its Board of Directors, which shall be appointed, designated or elected, as the case may be, as set forth in the Amended and Restated Articles and Amended and Restated Bylaws, attached hereto and made a part hereof respectively as Exhibit "1C" and Exhibit "2B".

Section 3.3. Voting Rights. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of votes ("voting interests") is equal to the total number of units (200). Votes shall be cast as provided in the Bylaws. The Master Association shall have two (2) classes of Voting Members, each to be selected and to cast the numbers of votes set forth below:

~~Class A. The Class A Voting Members shall be all Owners. Each Class A Voting Member shall be entitled to one (1) vote for each Lot or Unit owned.~~

~~Class B. The Class B Voting Member shall be Developer. The Class B Voting Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast from time to time, provided that the Class B Membership shall cease and terminate one (1) year after the last Lot or Unit within Carolina Landings has been sold and conveyed and all other portions of Carolina Landings have been conveyed by Developer, or at any time prior to that date at the election of Developer.~~

.....

**ARTICLE XI
MASTER ASSOCIATION, CONDOMINIUM ASSOCIATIONS AND DEVELOPER**

Section 11.1. Preamble. In order to ensure the orderly development, operation and maintenance of Carolina Landings and the properties subject to the administration of the Condominium Associations as integrated parts of Carolina Landings, this Article has been promulgated for the purposes of (1) giving the Master Association certain powers to effectuate such goal, (2) providing for intended (but not guaranteed) economies of scale and (3) establishing the framework of the mechanism through which the foregoing may be accomplished. Given the merger of the Master Association and the three corporations that formerly functioned as the Condominium Associations at Carolina Landings, there is presently no purpose served by distinguishing between the obligations, duties, and roles of the Master

Association and the former Condominium Associations, except to the extent that an expense must be allocated to the budget for a Condominium and not the overall Association budget. Nonetheless, in recognition that individual Condominium Associations may be created in the future, and in further recognition that no harm is done by retaining obsolete references until a complete revision can be made of the Master Declaration, by adoption of this amendment in 2005 at the time of the aforesaid corporate merger, the membership of the Association does hereby acknowledge and accept that many of the following provisions of this Article 11, and other provisions in the Master Declaration, shall be of no force and effect to the extent that the provisions are no longer applicable given the corporate merger and the resulting fact that the Association serves as the Master Association and the Condominium Association for all of the Carolina Landings community.

.....

A new Article XIV is created to read as follows:

**ARTICLE XIV
MULTI-CONDOMINIUM OPERATIONS**

14. Effective upon the date of the amendment creating this provision, and corresponding amendments to the Declarations of Condominium, the Association is in charge of a multi-condominium development comprised of Carolina Landings at University Place Condominium A, Carolina Landings at University Place Condominium B, and Carolina Landings at University Place Condominium C.

14.1 Specific Condominium Expenses. The Association shall prepare and adopt a budget for each Condominium. Each condominium budget shall provide for expenses specific only to that Condominium, such as maintenance of the building(s) comprising the condominium, and shall be apportioned among the Unit Owners in the Condominium as provided in the applicable Declaration of Condominium.

14.2 Association Expenses. Expenses not specific to a condominium, such as maintenance of commons areas serving more than one condominium, and management and administrative expenses, shall be provided for in the overall Association budget, and shall be apportioned among all the members of the Association equally (1/200th share).

14.3 Membership and Voting Rights. Each Unit Owner in each of the Condominiums shall be a mandatory member of the Association. Each unit shall have one vote, which may be cast as provided in the Bylaws.

14.4 Use of Common Areas and Common Elements. The members of the Association shall have non-exclusive use rights in all common areas in accordance with this Master Declaration. None of the common elements of the individual condominiums may be used by unit owners in other condominiums unless expressed provided in the Declaration of Condominium for the Condominium in which the common elements in question are located.

**PROPOSED AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM
FOR CAROLINA LANDINGS AT UNIVERSITY PLACE CONDOMINIUM A**

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

....

2. DEFINITIONS.

....

2.4 "Association" or "~~Condominium Master Association~~" means Carolina Landings at University Place Condominium Association A, Inc., a Florida corporation not for profit, the entity responsible for the operation and maintenance of the Condominium.

....

2.22 "Master Association" means Carolina Landings Master at University Place Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of the recreational facilities and amenities, and common areas within the Property, ~~in which membership is mandatory for Unit Owners. The Unit Owners will be required to pay assessments to Master Association.~~

....

3. DESCRIPTION OF CONDOMINIUM.

....

3.4 The Master Association. The Condominium is part of the community known as Carolina Landings at University Place (Carolina Landings). The common areas ~~properties~~ of Carolina Landings are governed by the Master Association pursuant to the Master Covenants. The Master Covenants also contain certain rules, regulations, and restrictions relating to the use of such common areas as well of the Condominium Property (including Units). Given the merger of the Association and the Master Association, each Unit Owner in the Condominium is a mandatory member of the surviving corporation, herein referred to as either the Association or the Master Association. Each Unit Owner ~~will be a member of the Master Association and~~ will be subject to all of the terms and conditions of the Master Covenants, as amended and supplemented from time to time. Among the powers of the Master Association are the power to assess Unit Owners ~~(and other members of the Master Association)~~ for a pro-rata share of the expenses of the operation and maintenance (including management fees relating to) of such common areas and to impose and foreclose liens in the event such assessments are not paid when due. Except for those instances where the use is limited pursuant to the Master Covenants, the Unit Owners shall be entitled the use all of such common areas in accordance with and subject to the terms of the Master Covenants. ~~The Master Association may impose certain obligations on the Association including, not limited to, obligating the Association to collect assessments due the Master Association despite the fact such assessments are not common expenses of the condominium. Nothing in the Master Covenants shall conflict with the powers and duties of the Association or the rights of the Unit Owners as provided in the Act.~~

....

5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES: VOTING RIGHTS

Substantial rewording of the Declaration. See Section 5.2 for the present text, which shall be deleted, and replaced with the following new provision:

5.2 Voting. An Owner or Owners of a single residential Unit shall collectively be entitled to one vote, which may be cast as provided in the Bylaws.

....

6. AMENDMENTS. Except as elsewhere provided herein, amendments may be effected as follows:

6.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than twenty (20%) percent one-third of the total voting interests of Units of the Association. Except as elsewhere provided, approvals must be by affirmative vote of not less than two-thirds (2/3rds) of the voting interests of the membership of the Association present in person or by proxy at any annual or special meeting called for the purpose.

~~Unit Owners in excess of sixty-six and two-thirds (66-2/3%) percent of the Units in the Condominium and by not less than sixty-six and two-thirds (66-2/3%) percent of the Board of Directors of the Association; or~~

~~Unit owners in excess of seventy-five (75%) percent of the Units in the Condominium.~~

.....

8. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY THE ASSOCIATION.

Substantial rewording of the Declaration. See Section 8 for the present text, which shall be deleted and replaced with the following new provisions:

8.1 Alterations and Additions to Common Elements of this Condominium. Common elements within this Condominium may be altered, improved or modified by vote of the Board of Directors of the Association provided the total aggregate expense for all alterations, improvements, and modifications to this Condominium for the calendar year do not exceed fifteen percent (15%) of the annual assessments paid to the Association by the Unit Owners in this Condominium. Computations of these amounts shall be done on a calendar year basis independent of any computations or expenditures for prior or subsequent years so there shall be no carry-forward or carry-backward of amounts. Any alteration, improvement, or modification costing in excess of that amount must be approved by the membership of the Association as provided in paragraph 8.2 hereafter, except the majority of the unit owners in this Condominium may approve an alteration, improvement, or modification to the interior of the building(s) within this Condominium if the alteration, improvement, or modification cannot be seen from the exterior of the building and the expense will be shared only among the unit owners in this Condominium and not be a common expense to be shared among all members of the Association. If work reasonably necessary to protect, maintain, repair or replace the Common Elements also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner or membership approval is required.

8.2 Alterations and Additions to Common Areas and Association Property. The Board of Directors of the Association may undertake alterations, improvements, and modifications to common areas and Association Property without membership approval if the aggregate cost of such items does not exceed fifteen (15%) percent of the Association Master budget for the calendar year, including reserves. Computations of these amounts shall be done on a calendar year basis independent of any computations or expenditures for prior or subsequent years so there shall be no carry-forward or carry-backward of amounts. Any alterations, improvements, or modifications exceeding such amounts must be approved by vote of not less than two-thirds (2/3rds) of the voting interests of the membership of the Association present in person or by proxy at any annual or special meeting called for the purpose, or in writing by not less than a majority of the voting interests of the entire membership of the Association. If work reasonably necessary to protect, maintain, repair or replace the common areas or Association Property also constitutes a material alteration or substantial addition, no prior Unit Owner or membership approval is required.

.....

11. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES.

Condominium A

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Bylaws and Articles of Incorporation of the Association (~~respectively, Exhibit D and E annexed hereto~~), ~~as amended from time to time. The Articles of Incorporation of the Association were filed with the Florida Department of State on August 28, 2003 and initially recorded in Official Records Book 1875, Pages 3356, et seq. of the Public Records of Manatee County, Florida. Those Articles of Incorporation, as amended from time to time, shall govern the operation of the Association. The Bylaws of the Association were initially recorded in Official Records Book 1875, Page 3363 et seq. of the Public Records of Manatee County, Florida. Those Bylaws, as amended from time to time, shall govern the operation of the Association.~~ In addition, the Association shall have (i) all the common-law and statutory powers of a corporation not-for-profit and for-profit under the laws of Florida that are not in conflict with the provisions of the Articles, the Declaration, the Bylaws, or the Act; as well as (ii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

.....

(c) ~~The power to acquire title to property upon the vote of not less than two-thirds (2/3rds) of the voting interests of the membership of the Association present in person or by proxy at any annual or special meeting called for the purpose the 66 2/3 % of all the voting interest of the Units (for the purchase of Units at a foreclosure sale no Unit Owner approval is required); to make and collect assessments and other charges against Unit Owners and otherwise hold, regulate, administer, convey, lease, maintain, repair, replace, and mortgage the Association Property, including the right to grant, modify, or move easements which are part of or cross the Common Elements or Association Property.~~

.....

A new Article 24 is created to read as follows:

24. Multi-Condominium Operations. Effective upon the date of the amendment creating this provision, and corresponding amendments to the other affected condominiums, the Condominium is part of a multi-condominium development comprised of this Condominium, Carolina Landings at University Place Condominium B, and Carolina Landings at University Place Condominium C, all of which are operated by the Association.

24.1 Specific Condominium Expenses. The Association shall prepare and adopt a budget for each Condominium. Each condominium budget shall provide for expenses specific only to that Condominium, such as maintenance of the building(s) comprising the condominium, and shall be apportioned among the Unit Owners in the Condominium as provided in the applicable Declaration of Condominium.

24.2 Association Expenses. Expenses not specific to a condominium, such as maintenance of commons areas serving more than one condominium, and management and administrative expenses, shall be provided for in the overall Association budget, and shall be apportioned among all the members of the Association equally (1/200th share).

24.3 Membership and Voting Rights. Each Unit Owner in each of the Condominiums shall be a mandatory member of the Association. Each unit shall have one vote, which may be cast as provided in the Bylaws.

24.4 Use of Common Areas and Common Elements. The members of the Association shall have non-exclusive use rights in all common areas in accordance with the Master Covenants. None of the common elements of the individual condominiums may be used by unit owners in other condominiums unless expressed provided in the Declaration of Condominium for the Condominium in which the common elements in question are located.

**PROPOSED AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM
FOR CAROLINA LANDINGS AT UNIVERSITY PLACE CONDOMINIUM B**

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

.....

2. DEFINITIONS.

.....

2.4 "Association" or "~~Condominium~~ Master Association" means Carolina Landings at University Place Condominium Association B, Inc., a Florida corporation not for profit, the entity responsible for the operation and maintenance of the Condominium.

.....

2.22 "Master Association" means Carolina Landings Master at University Place Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of the recreational facilities and amenities, and common areas within the Property, ~~in which membership is mandatory for Unit Owners. The Unit Owners will be required to pay assessments to Master Association.~~

.....

3. DESCRIPTION OF CONDOMINIUM.

.....

3.4 The Master Association. The Condominium is part of the community known as Carolina Landings at University Place (Carolina Landings). The common ~~areas~~ properties of Carolina Landings are governed by the Master Association pursuant to the Master Covenants. The Master Covenants also contain certain rules, regulations, and restrictions relating to the use of such common areas as well of the Condominium Property (including Units). Given the merger of the Association and the Master Association, each Unit Owner in the Condominium is a mandatory member of the surviving corporation, herein referred to as either the Association or the Master Association. ~~Each Unit Owner will be a member of the Master Association and will be subject to all of the terms and conditions of the Master Covenants, as amended and supplemented from time to time. Among the powers of the Master Association are the power to assess Unit Owners (and other members of the Master Association) for a pro-rata share of the expenses of the operation and maintenance (including management fees relating to) of such common areas and to impose and foreclose liens in the event such assessments are not paid when due. Except for those instances where the use is limited pursuant to the Master Covenants, the Unit Owners shall be entitled the use all of such common areas in accordance with and subject to the terms of the Master Covenants. The Master Association may impose certain obligations on the Association including, not limited to, obligating the Association to collect assessments due the Master Association despite the fact such assessments are not common expenses of the condominium. Nothing in the Master Covenants shall conflict with the powers and duties of the Association or the rights of the Unit Owners as provided in the Act.~~

.....

5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES: VOTING RIGHTS

Substantial rewording of the Declaration. See Section 5.2 for the present text, which shall be deleted, and replaced with the following new provision:

5.2 Voting. An Owner or Owners of a single residential Unit shall collectively be entitled to one vote, which may be cast as provided in the Bylaws.

.....

Condominium B

6. AMENDMENTS. Except as elsewhere provided herein, amendments may be effected as follows:

6.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than twenty (20%) percent one-third of the total voting interests of Units of the Association. Except as elsewhere provided, approvals must be by affirmative vote of not less than two-thirds (2/3rds) of the voting interests of the membership of the Association present in person or by proxy at any annual or special meeting called for the purpose.

~~Unit Owners in excess of sixty-six and two-thirds (66-2/3%) percent of the Units in the Condominium and by not less than sixty-six and two-thirds (66-2/3%) percent of the Board of Directors of the Association; or~~

~~Unit owners in excess of seventy-five (75%) percent of the Units in the Condominium.~~

.....

8. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY THE ASSOCIATION.

Substantial rewording of the Declaration. See Section 8 for the present text, which shall be deleted and replaced with the following new provisions:

8.1 Alterations and Additions to Common Elements of this Condominium. Common elements within this Condominium may be altered, improved or modified by vote of the Board of Directors of the Association provided the total aggregate expense for all alterations, improvements, and modifications to this Condominium for the calendar year do not exceed fifteen percent (15%) of the annual assessments paid to the Association by the Unit Owners in this Condominium. Computations of these amounts shall be done on a calendar year basis independent of any computations or expenditures for prior or subsequent years so there shall be no carry-forward or carry-backward of amounts. Any alteration, improvement, or modification costing in excess of that amount must be approved by the membership of the Association as provided in paragraph 8.2 hereafter, except the majority of the unit owners in this Condominium may approve an alteration, improvement, or modification to the interior of the building(s) within this Condominium if the alteration, improvement, or modification cannot be seen from the exterior of the building and the expense will be shared only among the unit owners in this Condominium and not be a common expense to be shared among all members of the Association. If work reasonably necessary to protect, maintain, repair or replace the Common Elements also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner or membership approval is required.

8.2 Alterations and Additions to Common Areas and Association Property. The Board of Directors of the Association may undertake alterations, improvements, and modifications to common areas and Association Property without membership approval if the aggregate cost of such items does not exceed fifteen (15%) percent of the Association Master budget for the calendar year, including reserves. Computations of these amounts shall be done on a calendar year basis independent of any computations or expenditures for prior or subsequent years so there shall be no carry-forward or carry-backward of amounts. Any alterations, improvements, or modifications exceeding such amounts must be approved by vote of not less than two-thirds (2/3rds) of the voting interests of the membership of the Association present in person or by proxy at any annual or special meeting called for the purpose, or in writing by not less than a majority of the voting interests of the entire membership of the Association. If work reasonably necessary to protect, maintain, repair or replace the common areas or Association Property also constitutes a material alteration or substantial addition, no prior Unit Owner or membership approval is required.

.....

11. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES.

Condominium B

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Bylaws and Articles of Incorporation of the Association (~~respectively, Exhibit D and E annexed hereto~~), ~~as amended from time to time.~~ The Articles of Incorporation of the Association were filed with the Florida Department of State on August 28, 2003 and initially recorded in Official Records Book 1875, Pages 3356, et seq. of the Public Records of Manatee County, Florida. Those Articles of Incorporation, as amended from time to time, shall govern the operation of the Association. The Bylaws of the Association were initially recorded in Official Records Book 1875, Page 3363 et seq. of the Public Records of Manatee County, Florida. Those Bylaws, as amended from time to time, shall govern the operation of the Association. In addition, the Association shall have (i) all the common-law and statutory powers of a corporation not-for-profit and for-profit under the laws of Florida that are not in conflict with the provisions of the Articles, the Declaration, the Bylaws, or the Act; as well as (ii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

.....

(c) The power to acquire title to property upon the vote of not less than two-thirds (2/3rds) of the voting interests of the membership of the Association present in person or by proxy at any annual or special meeting called for the purpose ~~the 66 2/3 % of all the voting interest of the Units~~ (for the purchase of Units at a foreclosure sale no Unit Owner approval is required); to make and collect assessments and other charges against Unit Owners and otherwise hold, regulate, administer, convey, lease, maintain, repair, replace, and mortgage the Association Property, including the right to grant, modify, or move easements which are part of or cross the Common Elements or Association Property.

.....

A new Article 24 is created to read as follows:

24. Multi-Condominium Operations. Effective upon the date of the amendment creating this provision, and corresponding amendments to the other affected condominiums, the Condominium is part of a multi-condominium development comprised of this Condominium, Carolina Landings at University Place Condominium B, and Carolina Landings at University Place Condominium C, all of which are operated by the Association.

24.1 Specific Condominium Expenses. The Association shall prepare and adopt a budget for each Condominium. Each condominium budget shall provide for expenses specific only to that Condominium, such as maintenance of the building(s) comprising the condominium, and shall be apportioned among the Unit Owners in the Condominium as provided in the applicable Declaration of Condominium.

24.2 Association Expenses. Expenses not specific to a condominium, such as maintenance of commons areas serving more than one condominium, and management and administrative expenses, shall be provided for in the overall Association budget, and shall be apportioned among all the members of the Association equally (1/200th share).

24.3 Membership and Voting Rights. Each Unit Owner in each of the Condominiums shall be a mandatory member of the Association. Each unit shall have one vote, which may be cast as provided in the Bylaws.

24.4 Use of Common Areas and Common Elements. The members of the Association shall have non-exclusive use rights in all common areas in accordance with the Master Covenants. None of the common elements of the individual condominiums may be used by unit owners in other condominiums unless expressed provided in the Declaration of Condominium for the Condominium in which the common elements in question are located.

**PROPOSED AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM
FOR CAROLINA LANDINGS AT UNIVERSITY PLACE CONDOMINIUM C**

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

.....

2. DEFINITIONS.

.....

2.4 "Association" or "~~Condominium~~ Master Association" means Carolina Landings at University Place Condominium Association C, Inc., a Florida corporation not for profit, the entity responsible for the operation and maintenance of the Condominium.

.....

2.22 "Master Association" means Carolina Landings Master at University Place Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of the recreational facilities and amenities, and common areas within the Property, ~~in which membership is mandatory for Unit Owners. The Unit Owners will be required to pay assessments to Master Association.~~

.....

3. DESCRIPTION OF CONDOMINIUM.

.....

3.4 The Master Association. The Condominium is part of the community known as Carolina Landings at University Place (Carolina Landings). The common areas ~~properties~~ of Carolina Landings are governed by the Master Association pursuant to the Master Covenants. The Master Covenants also contain certain rules, regulations, and restrictions relating to the use of such common areas as well of the Condominium Property (including Units). Given the merger of the Association and the Master Association, each Unit Owner in the Condominium is a mandatory member of the surviving corporation, herein referred to as either the Association or the Master Association. Each Unit Owner will be a member of the Master Association and will be subject to all of the terms and conditions of the Master Covenants, as amended and supplemented from time to time. Among the powers of the Master Association are the power to assess Unit Owners (and other members of the Master Association) for a pro-rata share of the expenses of the operation and maintenance (including management fees relating to) of such common areas and to impose and foreclose liens in the event such assessments are not paid when due. Except for those instances where the use is limited pursuant to the Master Covenants, the Unit Owners shall be entitled the use all of such common areas in accordance with and subject to the terms of the Master Covenants. The Master Association may impose certain obligations on the Association including, not limited to, obligating the Association to collect assessments due the Master Association despite the fact such assessments are not common expenses of the condominium. Nothing in the Master Covenants shall conflict with the powers and duties of the Association or the rights of the Unit Owners as provided in the Act.

.....

5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES: VOTING RIGHTS

Substantial rewording of the Declaration. See Section 5.2 for the present text, which shall be deleted, and replaced with the following new provision:

5.2 Voting. An Owner or Owners of a single residential Unit shall collectively be entitled to one vote, which may be cast as provided in the Bylaws.

.....

Condominium C

6. AMENDMENTS. Except as elsewhere provided herein, amendments may be effected as follows:

6.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than twenty (20%) percent one-third of the total voting interests of Units of the Association. Except as elsewhere provided, approvals must be by affirmative vote of not less than two-thirds (2/3rds) of the voting interests of the membership of the Association present in person or by proxy at any annual or special meeting called for the purpose.

~~Unit Owners in excess of sixty-six and two-thirds (66-2/3%) percent of the Units in the Condominium and by not less than sixty-six and two-thirds (66-2/3%) percent of the Board of Directors of the Association; or~~

~~Unit owners in excess of seventy-five (75%) percent of the Units in the Condominium.~~

.....

8. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY THE ASSOCIATION.

Substantial rewording of the Declaration. See Section 8 for the present text, which shall be deleted and replaced with the following new provisions:

8.1 Alterations and Additions to Common Elements of this Condominium. Common elements within this Condominium may be altered, improved or modified by vote of the Board of Directors of the Association provided the total aggregate expense for all alterations, improvements, and modifications to this Condominium for the calendar year do not exceed fifteen percent (15%) of the annual assessments paid to the Association by the Unit Owners in this Condominium. Computations of these amounts shall be done on a calendar year basis independent of any computations or expenditures for prior or subsequent years so there shall be no carry-forward or carry-backward of amounts. Any alteration, improvement, or modification costing in excess of that amount must be approved by the membership of the Association as provided in paragraph 8.2 hereafter, except the majority of the unit owners in this Condominium may approve an alteration, improvement, or modification to the interior of the building(s) within this Condominium if the alteration, improvement, or modification cannot be seen from the exterior of the building and the expense will be shared only among the unit owners in this Condominium and not be a common expense to be shared among all members of the Association. If work reasonably necessary to protect, maintain, repair or replace the Common Elements also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner or membership approval is required.

8.2 Alterations and Additions to Common Areas and Association Property. The Board of Directors of the Association may undertake alterations, improvements, and modifications to common areas and Association Property without membership approval if the aggregate cost of such items does not exceed fifteen (15%) percent of the Association Master budget for the calendar year, including reserves. Computations of these amounts shall be done on a calendar year basis independent of any computations or expenditures for prior or subsequent years so there shall be no carry-forward or carry-backward of amounts. Any alterations, improvements, or modifications exceeding such amounts must be approved by vote of not less than two-thirds (2/3rds) of the voting interests of the membership of the Association present in person or by proxy at any annual or special meeting called for the purpose, or in writing by not less than a majority of the voting interests of the entire membership of the Association. If work reasonably necessary to protect, maintain, repair or replace the common areas or Association Property also constitutes a material alteration or substantial addition, no prior Unit Owner or membership approval is required.

.....

11. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES.

Condominium C

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Bylaws and Articles of Incorporation of the Association (~~respectively, Exhibit D and E annexed hereto~~), ~~as amended from time to time. The Articles of Incorporation of the Association were filed with the Florida Department of State on August 28, 2003 and initially recorded in Official Records Book 1875, Pages 3356, et seq. of the Public Records of Manatee County, Florida. Those Articles of Incorporation, as amended from time to time, shall govern the operation of the Association. The Bylaws of the Association were initially recorded in Official Records Book 1875, Page 3363 et seq. of the Public Records of Manatee County, Florida. Those Bylaws, as amended from time to time, shall govern the operation of the Association.~~ In addition, the Association shall have (i) all the common-law and statutory powers of a corporation not-for-profit and for-profit under the laws of Florida that are not in conflict with the provisions of the Articles, the Declaration, the Bylaws, or the Act; as well as (ii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

.....

(c) ~~The power to acquire title to property upon the vote of not less than two-thirds (2/3rds) of the voting interests of the membership of the Association present in person or by proxy at any annual or special meeting called for the purpose the 66 2/3 % of all the voting interest of the Units (for the purchase of Units at a foreclosure sale no Unit Owner approval is required); to make and collect assessments and other charges against Unit Owners and otherwise hold, regulate, administer, convey, lease, maintain, repair, replace, and mortgage the Association Property, including the right to grant, modify, or move easements which are part of or cross the Common Elements or Association Property.~~

.....

A new Article 24 is created to read as follows:

24. Multi-Condominium Operations. Effective upon the date of the amendment creating this provision, and corresponding amendments to the other affected condominiums, the Condominium is part of a multi-condominium development comprised of this Condominium, Carolina Landings at University Place Condominium B, and Carolina Landings at University Place Condominium C, all of which are operated by the Association.

24.1 Specific Condominium Expenses. The Association shall prepare and adopt a budget for each Condominium. Each condominium budget shall provide for expenses specific only to that Condominium, such as maintenance of the building(s) comprising the condominium, and shall be apportioned among the Unit Owners in the Condominium as provided in the applicable Declaration of Condominium.

24.2 Association Expenses. Expenses not specific to a condominium, such as maintenance of commons areas serving more than one condominium, and management and administrative expenses, shall be provided for in the overall Association budget, and shall be apportioned among all the members of the Association equally (1/200th share).

24.3 Membership and Voting Rights. Each Unit Owner in each of the Condominiums shall be a mandatory member of the Association. Each unit shall have one vote, which may be cast as provided in the Bylaws.

24.4 Use of Common Areas and Common Elements. The members of the Association shall have non-exclusive use rights in all common areas in accordance with the Master Covenants. None of the common elements of the individual condominiums may be used by unit owners in other condominiums unless expressed provided in the Declaration of Condominium for the Condominium in which the common elements in question are located.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CAROLINA LANDINGS MASTER ASSOCIATION, INC.
n/k/a CAROLINA LANDINGS AT UNIVERSITY PLACE CONDOMINIUM ASSOCIATION INC.**

WHEREAS, the original Articles of Incorporation of Carolina Landings Master Association, Inc. were filed with the Florida Department of State on August 28, 2003, and

WHEREAS, these Amended and Restated Articles of Incorporation contain amendments to all the Articles, and

WHEREAS, the not less than two-thirds of the entire membership of the Board of Directors approved the amendments and these Amended and Restated Articles of Incorporation at a duly noticed and convened Board meeting held on October 18, 2005, and

WHEREAS, not less than two-thirds of the entire membership of the Association approved the amendments and these Amended and Restated Articles of Incorporation at a duly noticed and convened membership meeting held on January 23, 2006, and

WHEREAS, the number of membership votes cast for the amendments were sufficient for approval under the corporation documents and applicable law, and

NOW THEREFORE, the following are adopted as the Amended and Restated Articles of Incorporation of Carolina Landings at University Place Condominium Association, Inc.

**ARTICLE I
NAME OF CORPORATION AND PRINCIPAL ADDRESS**

The name of this corporation shall be Carolina Landings at University Place Condominium Association, Inc., hereinafter referred to as Association. The principal office of said corporation shall be located at c/o Advanced Management, Inc., 9031 Town Center Parkway, Bradenton, Florida 34202. The Directors of the Association may change the location of the principal office from time to time.

**ARTICLE II
PURPOSES**

The purposes of this corporation shall be the operation and management of the affairs and property of the three condominiums known as Carolina Landings at University Place Condominium A, Carolina Landings at University Place Condominium B, and Carolina Landings at University Place Condominium C (hereinafter collectively referred to as the Condominium) located in Manatee County, Florida, and to perform all acts provided in the Declarations of Condominium and the Florida Condominium Act, Chapter 718, Florida Statutes.

The corporation shall also be responsible for the operation and management of common area for the Carolina Landings at University Place community and the performance of those duties, obligations, and responsibilities placed upon the master association under that certain Declaration of Master Association Covenants and Restrictions for Carolina Landings at University Place as recorded in Official Records Book 1875, Page 3302, et seq., Public Records of Manatee County, Florida, as amended (Master Declaration).

**ARTICLE III
POWERS**

The Association shall have all of the statutory powers of a corporation not-for-profit and all of the powers and duties set forth in the Florida Condominium Act, the Declarations of Condominium, and the Master Declaration, as amended from time to time, except as may be limited or otherwise provided by these Articles.

**ARTICLE IV
MEMBERS**

All persons owning legal title to any of the condominium units of the Condominium, which interest is evidenced by a duly recorded proper instrument in the Public Records of Manatee County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the record title terminates, except that upon termination of the entire condominium project, the membership shall consist of those who were members at the time of each conveyance of the respective units to the Association, or its designee, as provided in said Declarations of Condominium.

After the Association approves of a conveyance of a condominium unit as provided in the Declarations of Condominium, the new unit owner shall deliver to the Secretary a copy of the recorded deed or other instrument of conveyance.

**ARTICLE V
VOTING RIGHTS**

Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner.

**ARTICLE VI
INCOME DISTRIBUTION**

No part of the income of the Association shall be distributable to its members.

**ARTICLE VII
REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be 9031 Town Center Parkway, Bradenton, Florida 34202 and the registered agent at such address shall be Advanced Management, Inc. The Board of Directors may change the registered agent and office at any time in accordance with legal requirements then in effect.

**ARTICLE VIII
EXISTENCE**

The term for which this corporation is to exist shall be perpetual, unless dissolved according to law.

**ARTICLE IX
BOARD OF DIRECTORS**

A governing board called the Board of Directors, who shall be elected and serve in accordance with the Bylaws, shall manage the affairs of this corporation.

**ARTICLE X
BYLAWS**

The Bylaws of this corporation may be amended, altered or rescinded in the manner provided in such Bylaws.

**ARTICLE XI
AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:


- A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.
- B. A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board of Directors, or by not less than twenty (20%) percent of the voting interest of the Association.
- C. Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by vote of not less than two-thirds (2/3) of those members who are present in person or by proxy at a duly noticed and convened membership meeting.
- D. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Manatee County, Florida.

**ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

- A. Indemnity. The Association shall indemnify any person serving as a director, officer, or committee member to the fullest extent permitted under Section 607.0850, Florida Statutes.
- B. Additional Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, agreement, vote of a majority of the voting interests of the members or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.
- C. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article to the contrary, the provision herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

The recitals set forth in these Amended and Restated Articles of Incorporation are true and correct and are certified as such by the Board of Directors this 22 day of March, 2006.

**Carolina Landings Master Association, Inc.
n/k/a Carolina Landings at University Place
Condominium Association, Inc.**


By: CHUCK SHAH, President

**AMENDED AND RESTATED BYLAWS
OF
CAROLINA LANDINGS AT UNIVERSITY PLACE CONDOMINIUM ASSOCIATION INC.**

WHEREAS, the original Bylaws of Carolina Landings at University Place Condominium Association, Inc., f/k/a Carolina Landings Master Association, Inc., were recorded in the Public Records of Manatee County, Florida at Official Records Book 1875, Page 3363, et seq., and

WHEREAS, these Amended and Restated Bylaws were adopted by not less than two-thirds of the entire membership of the Board of Directors at a meeting held on October 18, 2005, and

WHEREAS, not less than two-thirds of the entire membership of the Association approved the amendments, and these Amended and Restated Bylaws, at a duly noticed and convened membership meeting held on January 23, 2006.

NOW THEREFORE, the following are adopted and recorded as the Amended and Restated Bylaws of Carolina Landings at University Place Condominium Association, Inc.

1. Identity. These are the Bylaws of Carolina Landings at University Place Condominium Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering three condominiums known as Carolina Landings at University Place Condominium A, Carolina Landings at University Place Condominium B, and Carolina Landings at University Place Condominium C (hereinafter collectively referred to as the Condominium) located in Manatee County, Florida, and to perform all acts provided in the Declarations of Condominium and the Florida Condominium Act, Chapter 718, Florida Statutes, and further organized to perform the duties, obligations, and responsibilities placed upon the master association under that certain Declaration of Master Association Covenants and Restrictions for Carolina Landings at University Place as recorded in Official Records Book 1875, Page 3302, et seq., Public Records of Manatee County, Florida, as amended (Master Declaration).
 - 1.1 Principal Office. The principal office of the Association shall be c/o Advanced Management, Inc., 9031 Town Center Parkway, Bradenton, Florida 34202, or at such other place as may be designated by the Board of Directors from time to time.
 - 1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation (2003).
2. Definitions. The terms used herein shall have the same definitions as stated in the Florida Condominium Act (Chapter 718, Florida Statutes) unless the context requires otherwise.
3. Members. The members of the Association shall be the record owners of legal title to the units in the Condominium.
 - 3.1 Qualifications. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing the member's legal title to the unit.
 - 3.2 Voting Rights: Voting Interests. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of votes ("voting interests") is equal to the total number of units (200). The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. The following

persons shall be authorized to cast a vote on behalf of a unit depending on the specified ownership interests:

(a) If a unit is owned by one natural person, that person has the right to cast a vote on behalf of the unit.

(b) If a unit is owned jointly by two or more persons, any of the record owners may cast a vote on behalf of the unit.

(c) If a unit is subject to a life estate, any of the life tenants may cast a vote on behalf of the unit, or the holder(s) of the remainder interest may cast the vote.

(d) If the owner of a unit is a corporation, any officer of the corporation may cast the vote of behalf of the unit.

(e) If a unit is owned by a partnership, any general partner may cast the vote on behalf of the unit.

(f) If a limited liability company owns a unit, any authorized agent may cast the vote on behalf of the unit.

(g) If a unit is owned by a trustee(s), the vote for the unit may be cast by any trustee of the trust, or by any grantor or beneficiary of the trust provided the grantor or beneficiary occupies the unit.

In a situation where there are two or more persons are authorized to cast a vote on behalf of a unit, it shall be presumed that the person casting the vote has the consent of all such persons. If the event the persons who are authorized to vote on behalf of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted.

3.3 Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such unit at an Association meeting as stated in Section 3.2 above, unless the joinder of all owners is specifically required.

3.4 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium during the period of the membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

4. Members' Meetings: Voting.

4.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

4.2 Special Meetings. Special members' meetings may be called by the President, Vice President, or by a majority of the Board of Directors of the Association, and

must be called by the Association upon receipt of a written request from twenty percent (20%) of the voting interest. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

- 4.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of members shall state the time, place, date, and the purpose(s) for which the meeting is called. The notice shall include an agenda. A copy of the notice shall be continuously posted at the designated location on the Condominium property not less than fourteen (14) days before the meeting. The notice of any members' meeting shall be provided to every member by one of the following methods: (1) mailed postpaid and correctly addressed to the member's address shown in the current records of the Association, or (2) be hand delivered to the member who must in that event sign a receipt, or (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the member has consented to receive notice. Each member bears the responsibility of notifying the Association of any change of address. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Association. Each member bears the responsibility of notifying the Association of any change of address. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the meeting. Proof of notice shall be given by affidavit.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member shall constitute such member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 4.4 Quorum. A quorum at members' meetings shall be obtained by the presence, either in person or by proxy, of persons entitled to cast a majority of the votes of the members.
- 4.5 Voting. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all unit owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws.
- 4.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the unit and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a unit as set forth in Section 3.2 of these Bylaws.

Except as specifically otherwise provided in this paragraph, unit owners may not vote by general proxy, but may vote by use of a limited proxy. Both 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 reporting requirements; for votes taken to amend the Master Declaration, the Declarations, the Articles of Incorporation, or Bylaws; and for any other matter which the Florida Condominium Act requires or permits a vote of the unit owners. 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. No proxy may be used to vote on the election of directors. The election of directors shall be by ballot in accordance with Section 5.3 of these Bylaws.

An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

- 4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.
- 4.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Call to order by President;
 - (b) Collection of director ballots
 - (c) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a member or a director);
 - (d) Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the owners represented in person, by proxy;
 - (e) Proof of notice of the meeting or waiver of notice;
 - (f) Reading and disposal of any unapproved minutes;
 - (g) Reports of officers;
 - (h) Reports of committees;
 - (i) Unfinished business;
 - (j) New business;
 - (k) Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson.

- 4.9 Minutes of Meeting. The minutes of all meetings of unit owners shall be kept available for inspection by unit owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

- 4.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, provided the Association provides a letter or similar communication to each owner via one of the methods set forth in Section 4.3 of these Bylaws that explains the proposed action. The communication shall include a form of consent to permit each owner to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as if present at the meeting.

5. Directors.

- 5.1 Number and Tenure. The affairs of the Association shall be governed by a Board of not less than three or more than seven directors, and shall be fixed at seven members until changed by adoption of a membership resolution.

Given that the Carolina Landings at University Place is composed of three residential condominiums, and it is the desire of the membership to have equal representation on the Board of Directors to the extent reasonably practical, the Unit Owners in each of the three condominiums shall be represented by two members on the Board, and the seventh Board member shall be an at-large representative that may be an eligible person from any condominium. However, notwithstanding the requirement for two board Members from each condominium, in the event there is no eligible candidate from a condominium to fill a vacancy, the vacancy can be filled for that term by election or appointment of any eligible person from the other two condominiums.

The person from each condominium elected to the Board by the highest number of votes at the membership meeting in December of 2005 shall serve a two-year term. The other four directors elected at the meeting in 2005 shall serve one-year terms. Commencing at the annual meeting in 2006, and thereafter, all directors shall be elected to two-year terms, provided however, that either the Board of Directors or the membership shall have the authority to temporarily assign a one-year term to one or more director positions if necessary to reimplement a scheme of staggering the Board, to promote continuity of leadership, so that approximately one-half of the Board members are elected each year.

- 5.2 Qualifications. Every director must be a person eligible to cast a vote on behalf of a unit as set forth in Section 3.2 of these Bylaws. All directors must be at least 18 years of age.

- 5.3 Election of Directors. The following procedures shall apply in lieu of the Director election procedures under Chapter 718, Florida Statutes:

- (a) Any eligible person desiring to be a candidate may submit a self-nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.
- (b) The ballot prepared for the annual meeting shall list all Director candidates in alphabetical order by surname. All candidates shall be listed by reference to the condominium in which they own a Unit. Ballots shall be mailed to all voting interests with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting.
- (c) There shall be no nominations from the floor on the date of the election.
- (d) All elections, including the election of condominium representatives, shall be by plurality vote based upon votes from all members of the Association (the nominees receiving the highest number of votes are elected). The candidates(s) from each condominium who receives the highest number of votes shall be elected as representative(s) of that condominium. The candidate who receives the highest number of votes but is not elected as a representative of a condominium shall be the at-large member of the Board when the at-large position is open for election. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.
- (e) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. The candidates shall automatically be elected and their names announced at the annual meeting. If necessary, the candidates shall agree among themselves who shall serve as condominium representatives and who is the at-large member, and if there is no agreement, by lot, such as the flipping of a coin by a neutral party.

5.4 Vacancies on the Board.

If the office of any director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

- (a) If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.
- (b) If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes, governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall but prior to the designation of successor directors sufficient to constitute a quorum.

For purposes of the foregoing provisions, in order to establish a quorum at the Board of Director's meeting held to elect a replacement member to the Board, it shall be necessary only for a majority of the remaining directors to attend the

meeting, either in person or by telephone conference participation. No other business may be transacted at the meeting until a quorum of the entire Board of Directors is present.

- 5.5 Removal of Directors. Any or all directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. The question shall be determined separately as to each director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.
- 5.6 Organizational Meeting. The organizational meeting of directors shall be held within ten (10) days of the election at such place and time as shall be fixed by the directors. Notice of the organizational meeting shall be posted at the designated location on the Condominium property at least 48 continuous hours in advance of the meeting.
- 5.7 Regular Meetings. Regular meetings of the Board of Directors shall be held at a location and at such times as shall be determined by a majority of the directors. Except for meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board of Directors shall be open to all unit owners who may participate in accordance with the written policy established by the Board of Directors. Notice of such meetings shall be posted at a designated location on the Condominium property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which regular monthly or quarterly assessments are to be considered shall contain a statement that assessments will be considered and the nature of such assessments. Written notice of any meeting at which a non-emergency special assessment, or at which amendment to rules regarding unit use, will be considered, shall be mailed or delivered to the unit owners and posted at a designated location on the Condominium property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.
- 5.8 Special Meetings. Special meetings of the directors may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of a majority of the directors. Special meetings of the Board of Directors shall be noticed and conducted in the same manner as provided herein for regular meetings.
- 5.9 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to Board members personally or by mail, telephone, email, or by facsimile transmission which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the

beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 5.10 Quorum. Except as provided in Section 5.4 hereof, a quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these By-Laws. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.
- 5.11 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 5.12 Joinder in Meeting by Approval of Minutes. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend, but such action may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.
- 5.13 Presiding Officer. The presiding officer at the directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.
- 5.14 Order of Business. If a quorum has been attained, the order of business at directors' meetings shall be:
- (a) Proof of due notice of meeting;
 - (b) Reading and disposal of any unapproved minutes;
 - (c) Report of officers and committees;
 - (d) Unfinished business;
 - (e) New business;
 - (f) Adjournment.
- Such order may be waived in whole or in part by direction of the President, or the presiding officer.*
- 5.15 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by unit owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

5.16 Executive Committee. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common expenses required for the affairs of the Condominium, (b) to determine the assessments payable by the unit owners to meet the common expenses of the Condominium, (c) to adopt or amend any rules and regulations, (d) to fill vacancies on the Board of Directors or (e) to borrow money.

5.17 Other Committees. The Board of Directors may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members, and designate the chairpersons of each committee.

Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association budget, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the unit owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

6. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declarations of Condominium, the Master Declaration, the Articles or these Bylaws may not be delegated to the Board of Directors by the unit owners. Such powers and duties of the Board of Directors shall include the following:

- (a) Operating and maintaining the commons area, common elements, limited common elements and Association Property.
- (b) Determining the common expenses required for the operation of the Condominium and the Association.
- (c) Collecting the assessments for common expenses from unit owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the commons area and common elements.
- (e) Adopting and amending rules and regulations concerning the operation and use of the commons area and Condominium property, subject to the authority of the members to overrule such rules, as provided in Section 15 of these Bylaws.
- (f) Maintaining accounts at depositories on behalf of the Association and designating the signatories therefore.
- (g) Purchasing, leasing or otherwise acquiring units or other property in the name of the Association, or its designee.

- (h) Purchasing units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (i) Selling, leasing, mortgaging or otherwise dealing with units acquired, and subleasing units leased, by the Association, or its designee.
- (j) Obtaining and reviewing insurance for the commons area and Condominium property.
- (k) Making repairs, additions and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the Condominium property, in accordance with the provisions of the Declarations after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the unit owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (m) Levying fines against unit owners for violations of the rules, regulations and restrictions established by the Association to govern the conduct of occupants and guests at the Condominium. The Board of Directors may levy a fine against a unit owner, not to exceed the maximum amount permitted by law, for each violation by the owner, or his or her tenants, guests or visitors, of the Master Declaration, the Declarations, Articles, Bylaws, or rules or regulations, and a separate fine for each repeat or continued violation, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Master Declaration, the Declarations, Bylaws, or Rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine 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 Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as directors. If the panel, by majority vote which may be taken by secret ballot, does not agree with the fine, it may not be levied. The minutes of the hearing shall contain a statement of the results of the hearing, and the fine, if any, that was imposed.

The unit owner shall be liable for all attorney fees and costs incurred by the Association incident to the levy or collection of the fine, including but not limited to

attendance at the hearing. Any partial payments received by the Association shall be first applied against attorney fees, then costs, then the unpaid fines.

- (n) Purchasing or leasing units for use by resident superintendents, managers or other similar persons.
- (o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the commons area or common elements, or the acquisition of property, and granting mortgages and/or security interests in Association owned property; provided, however, that the consent of at least two-thirds of the voting interest present, in person or by proxy, at a duly noticed and convened membership meeting shall be required for the borrowing of any sum in excess of fifteen percent (15%) of the annual overall budget of the Association, including reserves. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph is not repaid by the Association, a unit owner who pays to the creditor his or her portion thereof shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such unit owner's unit.
- (p) Contracting for the management and maintenance of the commons area and Condominium property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the common elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

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

- (q) Exercising (i) all powers specifically set forth in the Master Declaration, the Declarations, the Articles, these Bylaws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.
- (r) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of units, not to exceed the maximum amount permitted by law in any one case.
- (s) Adopting hurricane shutter specifications for the Condominium, which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

- (t) Convey a portion of the commons area or 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.

7. Emergency Board Powers.

In the event of any "emergency" as defined in Section 7(g) below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

- (a) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (c) During any emergency the Board may hold meetings with notice given only to those directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such a meeting shall constitute a quorum.
- (d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.
- (e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of the willful misconduct.
- (f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (g) For purposes of this Section only, an "emergency" exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:
 - (1) a state of emergency declared by local civil or law enforcement authorities;
 - (2) a hurricane warning;
 - (3) a partial or complete evacuation order;
 - (4) federal or state "disaster area" status; or
 - (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tomado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a

catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) directors, or by the President, that an emergency exists shall have presumptive quality.

8. Officers.

8.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary. All officers must be board members. All officers shall be elected by the Board of Directors and may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one (1) office, except that the President may not also be the Secretary or Treasurer. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

8.2 President. The President shall be the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of an association.

8.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of an association and as may be required by the directors or the President.

8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members, shall attend to the giving of all notices to the members and directors and other notices required by law, shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.

8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

8.6 Delegation. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions.

9. Compensation. Neither directors nor officers shall receive compensation for their services as such, provided however, the Board of Directors may hire a Director or officer as an employee of the Association, and may contract with a Director or officer for the management of the Condominium or for any other compensable service, in their reasonable business discretion.

10. 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 effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all units owned by any director or officer shall constitute a resignation of such director or officer without need for a written resignation. The unexcused absence from three (3) consecutive Board meetings shall also constitute a resignation of such director without need for a written resignation.
11. Fiscal Matters. The provisions for fiscal management of the Association set forth in the Declarations and Master Declaration shall be supplemented by the following:
- 11.1 Budget. The Board of Directors shall adopt a four budgets: one budget for the Association to include, but not be limited to common area maintenance and administrative expenses; and one budget for each of the condominiums to include, but not be limited to, maintenance of the buildings within the condominium. Copies of the proposed budgets, and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted, shall be mailed to or served on the owners of each unit not less than fourteen (14) days before that meeting. The proposed budgets must be detailed, and must show the amounts budgeted by income and expense classifications.
- 11.2 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to operating expenses, the proposed budgets must include provisions for funding reserve accounts for capital expenditures and deferred maintenance, as required by law. These accounts shall include roof replacement, building painting, and pavement resurfacing. They shall also include any other planned or foreseeable capital expenditures or deferred maintenance item with a current estimated cost of \$10,000 or more. Funding formulas for reserves shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets in such manner as is required from time to time in rules and regulations adopted by the Department of Business and Professional Regulation. These reserves must be funded unless the members subsequently determine, by vote of not less than a majority of those members who are present in person or by proxy at a duly noticed and convened membership meeting, to fund no reserves, or less than adequate reserves, for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in Section 11.1 above, in which case, such waiver shall be retroactive to the beginning of the fiscal year upon which the vote was taken. The funds in a reserve account established under this Section 11.2, and all interest earned on the account, shall be used only for the purposes for which the reserve account is established, unless use for another purpose is approved in advance by a majority vote of those members who are present in person or by proxy at a duly noticed and convened membership meeting.
- 11.3 Operating Reserves. In addition to the statutory reserves described in Section 11.2 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.
- 11.4 Assessments; Installments. Regular annual assessments based on an adopted budget shall be payable in monthly installments, in advance, due on the first day of

each month. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last monthly payment, and payments shall be continued at such rate until a budget is adopted and new installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next due installment.

- 11.5 Special Assessments. Except as may be limited by the Master Declaration, or the Declarations, special assessments may be imposed by the Board of Directors to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 5.7 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.
- 11.6 Fidelity Bonds. The President, Secretary and Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premium on such bonds is a common expense.
- 11.7 Financial Reports. In accordance with Section 718.111(13) of the Condominium Act, not later than June 1 of each year, the Board shall, as a minimal requirement, distribute to the owners of each unit a report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board of Directors must, if required by law and not waived by the membership, and may otherwise, in their discretion, engage a CPA and have a more comprehensive analysis accomplished, which shall be mailed or delivered to the members not later than June 1 of each year in lieu of the financial report referenced above. In lieu of the distribution of financial reports as provided herein, the Association may mail or deliver each unit owner not later than June 1 of each year a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.
- 11.8 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.
- 11.9 Depository. The depository of the Association shall be such bank, banks or other federally insured depository, in the State, as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited not to exceed the amount of federal insurance available for any account. Withdrawal of monies from those accounts shall be made only by such person or persons authorized by the directors. All funds shall be maintained separately in the Association's name. Provided, nothing herein shall restrict the Board of Directors from making prudent investments consistent with their fiduciary duty, as long as the investments are insured or guaranteed.
12. Roster of Unit Owners. Each unit owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only unit owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as

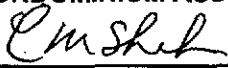
provided above, of their ownership interest and shall waive in writing notice of such meeting.

13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium or Corporate Acts, case law, the Master Declaration, the Declarations, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board of Directors to regulate the participation of unit owners at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations.
14. Amendments. These Bylaws may be amended in the following manner:
 - 14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
 - 14.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board of Directors, or by not less than twenty (20%) percent of the voting interest of the Association.
 - 14.3 Adoption. Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved by vote of not less than two-thirds (2/3) of those members who are present in person or by proxy at a duly noticed and convened membership meeting.
 - 14.4 Certificate and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Manatee County.
15. Rules and Regulations. The Board of Directors may, from time to time, adopt, amend or add to rules and regulations governing the use of units, common elements, Association property, and the operation of the Association. However, any Board-promulgated Rule may be rescinded or amended upon the written action or vote of not less than two-thirds (2/3) of those members who are present in person or by proxy at a duly noticed and convened membership meeting. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board of Directors to each unit owner not less than thirty (30) days prior to the effective date thereof, and shall be valid and enforceable notwithstanding whether recorded in the public records.
16. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
17. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
18. Mandatory Arbitration of Disputes. Prior to commencing litigation, unresolved disputes between the Board and unit owners as defined in Section 718.1255(1), Florida Statutes, must be submitted to arbitration or mediation as provided in the Condominium Act. This provision shall be in effect only so long as the Condominium Act mandates such proceedings.

19. Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.
20. Social Activities. The Board of Directors shall have the authority to expend not more than one (1%) percent of the overall Association budget for social activities, including without limitation, parties held for the benefit of owners, residents, and employees of the Association, get well cards, flowers, and similar social activities, all of which shall be a common expense of the Association.
21. Exceptions Due To Operation of Multi-Condominium Community. In recognition that the Association serves as the condominium association for three separate condominiums, it may be necessary from time to time for the unit owners in a condominium to vote at a membership meeting, or take action in writing in lieu of a meeting, on a matter that affects only that condominium. In those instances, all procedural requirements in these Bylaws may be modified, as necessary, to permit the unit owners in the affected condominium to proceed without participation by the other members of the Association. For example, and without limitation, if the unit owners in one condominium are voting to consider the waiver or partial funding or reserves for that condominium, all quorum, notice, and voting requirements shall be altered to permit the unit owners in that condominium to vote on reserves for their particular condominium (but not common areas) without regard to the other members of the Association.

The foregoing recitals are certified as true and correct by the Board of Directors on March ²² , 2006.

**CAROLINA LANDINGS AT UNIVERSITY
PLACE CONDOMINIUM ASSOCIATION, INC.**



BY: CHUCK SHAH **PRESIDENT**