

**Amended and Restated**

**By-Laws**

**Villas (1) of Cross Creek Condominium Association, Inc.**

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**AMENDED AND RESTATED BYLAWS  
OF  
THE VILLAS (1) OF CROSS CREEK  
CONDOMINIUM ASSOCIATION, INC.**

**1. IDENTITY** – These Amended and Restated Bylaws of the Villas (1) of Cross Creek Condominium Association, Inc, a Florida corporation not for profit (the “Association”), are to the Bylaws as recorded at O.R. Book 1786, Page 4348, et seq.. Public Records of Lee County, Florida, and all amendments thereto, and are attached to the Amended and Restated Declaration of Condominium of the Villas (1) of Cross Creek Condominium (the “Condominium”). The Association has been formed for the purposes of administrating the Condominium, which is located in Lee County, Florida. Chapter 718, Florida Statutes, as the same may be amended from time to time (the “Florida Condominium Act”), is incorporated herein by reference and made a part thereof.

**1.1 OFFICE** – The office of the Association shall be at the Condominium or such other location within the county as determined by the Board of Directors from time to time.

**1.2 FISCAL YEAR** – The fiscal year of the Association shall be the calendar year.

**1.3 SEAL** – The seal of the association shall bear the Abbreviated name of the Association, the words “Florida” and “not for profit”, and the year established 1985.

**2. MEMBERS’ MEETINGS**

**2.1 ANNUAL MEETINGS** – Annual members’ meetings shall be held at a date, time, and place as may be determined by the Board of Directors, for electing Directors and transacting any business authorized to be transacted by the members.

**2.2 SPECIAL MEETINGS** – Special members’ meetings shall be held whenever called by the President, Vice President or by a majority of the Board of Directors and when requested by written notice from ten percent (10%) of the Association voting interests. Members’ meetings to recall a member or members of the Board of Directors may be called upon petition to the Board of Directors by ten percent (10%) of the Association voting interests.

**2.3 NOTICE OF MEMBERS’ MEETINGS** – Notice of members’ meetings, including the annual meeting, shall be sent to each owner by United States mail, unless waived in writing, at least fourteen (14) days prior to the meeting, provided however, that any members’ meeting at which one or more Directors are elected shall be noticed as provided

for in Section 2.4 below. An officer of the Association shall execute an affidavit of the mailing, which shall be retained in the official records of the Association as proof of such mailing. Written notice of the meeting shall also be posted in the Associations official bulletin boards on the Condominium property for at least fourteen (14) continuous days prior to the annual meeting.

**2.4 BOARD ELECTION MEETINGS – NOTICE AND PROCEDURE** – The regular election shall occur on the date of the annual meeting.

**2.4.1** Pursuant to the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes, and to the extent that such rules are applicable at the time, the Association shall, before a scheduled election, mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, to each member entitled to vote, a first notice of the date of the election. Any member desiring to be a candidate for the Board of Directors shall give a written notice of his/her candidacy to the Secretary of the Association. All other election procedure shall be in compliance with the rules of the Division.

**2.4.2** A voting machine may also be used by those attending the meeting in person, and a unit owner who needs assistance in voting due to blindness, disability or inability to read or write, may obtain assistance but no unit owner shall permit another person to cast his ballot and any such ballots improperly cast shall be deemed invalid.

**2.4.3** No quorum requirement for an election exists. However, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election. Elections shall be decided by plurality of those votes cast. Cumulative voting is prohibited. Notwithstanding the provisions of this Section, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

**2.5 NOTICE – OWNERS’ BUDGET MEETING** – Notice of a special meeting called by the Board upon a written petition of ten percent (10%) of the owners because of a budget exceeding 115 percent (115%) of that of the preceding year requires at least a ten (10) day written notice to each unit owner. The special meeting shall be held not later than thirty (30) days after the delivery of the petition to the Board. At the said special meeting unit owners may consider and enact a revised annual budget. The adoption of the budget shall require a vote of not less than a majority vote of all unit owners. In determining whether assessments exceed 115 percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation.

- 2.6 NOTICES – ANNUAL AND SPECIAL** – All notices of meetings shall state clearly and particularly the time, place, and purpose or purposes of the meeting and shall incorporate an identification of agenda items.
- 2.7 QUORUM** – A quorum at members’ meetings shall consist of persons entitled to cast a majority or the voting interests of the entire membership. Decisions made by a majority of the voting interests represented at a meeting at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except such decisions as may, by Chapter 718, Florida Statutes, or the documents, require a larger percentage in which case the percentage required in Chapter 718, Florida Statutes, or the documents, shall govern.
- 2.8 OWNER PARTICIPATION** – Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the Board of Directors may adopt reasonable rules governing the frequency, duration and manner of unit owner participation. Any unit owner may tape record or videotape a meeting of the unit owners subject to reasonable rules adopted by the Board of Directors and the Division of Florida Land Sales, Condominiums, and Mobile Homes.
- 2.9 INDIVISIBLE VOTE** – Each unit shall have one indivisible vote. The right to vote shall be determined by the acquisition of fee title to a residential unit in the Condominium.
- 2.10 PROXIES** – Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than ninety (90) days, and must be filed with the Secretary before or at the time of voter registration immediately preceding the meeting. Proxies shall be given only to other members of the Association. Except as specifically otherwise provided herein, unit owners may not vote by general proxy but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws: and for any other matter which Chapter 718, Florida Statutes, requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.
- 2.11 NO QUORUM** – If any meeting of members cannot be organized because a quorum is not present the members who are present, either in person or by proxy, may adjourn the

meeting from time to time until a quorum is present. A quorum at members' meetings shall consist of fifty-one percent (51%) of the voting interests for all purposes except an amendment to the condominium documents which requires sixty-six and two-thirds percent (66 2/3%) of the total voting interests.

**2.12 ORDER OF BUSINESS** – The order of business at annual members' meetings and, as far as applicable at all other members' meetings, shall be as follows:

- (a) Counting of ballots in annual election (if necessary).
- (b) Election of a Chairman of the meeting, unless the President or Vice Present of the Association is present when he (or she) shall preside.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Calling of the roll and certifying of proxies.
- (e) Reading and disposal of any unapproved minutes.
- (f) Reports of Officers and Directors.
- (g) Reports of Committees.
- (h) Announcement of the result of the election of Directors.
- (i) Unfinished business (List items).
- (j) New business. (List items).
- (k) Adjournment.

### **3. BOARD OF DIRECTORS**

**3.1 NUMBER, TERM, AND QUALIFICATIONS** – The affairs of the Association shall be governed by the Board of Directors. The number of Directors which shall constitute the whole Board shall be five (5). Directors shall be members. The Directors shall be elected at the annual meeting and each Director shall be elected to serve for a three (3) year term. Two (2) Directors are to be elected in each of two (2) consecutive years, and one (1) Director is to be elected in the third year. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled by a majority of the voting interest in the manner provided in Chapter 718, Florida Statutes.

**3.2 BOARD VACANCIES** – Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by appointment to complete the term by a majority vote of the remaining Directors including a vacancy as a result of a recall if less than a majority or more of the Board members are removed. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with the procedural rules of the Division of Florida Land Sales, Condominiums, and Mobile Homes. The filling of

vacancies shall be in compliance with applicable Florida law. Any seat held by a Director who ceases to be an owner shall automatically become vacant.

- 3.3 ORGANIZATIONAL MEETING** – The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum should be present. Unless otherwise noticed, it shall be held immediately following the annual meeting.
- 3.4 REGULAR MEETINGS** – Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless noticed previously, shall be given to each Director personally or by mail, telephone or facsimile at least three (3) days prior to the day named for such meeting.
- 3.5 SPECIAL MEETINGS** – Special meetings of the Directors may be called by the President and shall be called by the Secretary at the written request of any two (2) Directors. Not less than three (3) day’s notice of the meeting (except in an emergency) shall be given personally or by mail, telephone or facsimile, which notice shall state time, place and purpose of the meeting.
- 3.6 NOTICE TO OWNERS** – Notice of meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium property at least forty-eight (48) continuous hours in advance for the attention of unit owners, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be notified and ratified at the next regular meeting of the Board. Meetings at which a regular assessment is to be considered shall contain a statement that assessments will be considered and the nature of such assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be considered, shall be mailed or delivered to the unit owners and posted conspicuously on the Condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be by an affidavit executed by the person providing the notice and filed in the official records of the Association. Upon notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of Board meetings shall be posted.
- 3.7 OWNER PARTICIPATION** – Meetings of the Board of Directors, and any committee thereof at which a quorum of the members of that committee are present,

shall be open to all unit owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration and manner of unit owner statements. Unit owners shall have the right to tape record or videotape the meetings of the Board of Directors, subject to reasonable rules adopted by the Division.

**3.8 BOARD MEETINGS, QUORUM AND VOTING** – A quorum of Directors’ Meetings shall consist of a majority of the Directors. The acts approved by a majority of Directors present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings except that officers may be elected by secret ballot, and a vote or abstention for each member present shall be recorded in the minutes. If at any meeting of the Board there is less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business, which might have been transacted at the meeting as originally called, may be transacted. Absent Directors may later sign written joiners in Board actions, but such joiners may not be used for purposed of creating a quorum.

**3.9 PRESIDING OFFICER** – The presiding officer at Directors’ meetings shall be the President if such an officer has been elected; and, if none, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their numbers to preside.

**3.10 DIRECTOR COMPENSATION** – Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

**4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS** – All of the powers and duties of the Association existing under the Florida Corporation Statutes, the Condominium Act, the Declaration of Condominium, the Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but not be limited to, the following:

**4.1** To adopt budgets and make and collect assessments against owners to defray the costs of the Association.

**4.2** To use the proceeds of assessments in the exercise of its powers and duties.

**4.3** To maintain, repair, replace, and operate the Condominium property.

- 4.4 To enact rules and regulations concerning the use of the common elements and the units, subject to any limitations contained in the Declaration of Condominium.
- 4.5 To reconstruct and repair the Condominium property after casualty.
- 4.6 To approve or disapprove proposed transactions in the manner provided by the Declaration of Condominium.
- 4.7 To enforce by legal means the provisions of applicable laws and the condominium documents.
- 4.8 To contract for management of the Condominium.
- 4.9 To carry insurance for the protection of the unit owners and the Association.
- 4.10 To pay the cost of all utility services rendered to the Condominium and not billed to owners of individual units.
- 4.11 To employ personnel and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.
- 4.12 To bring and defend suits, make and execute contracts, deeds, mortgages, leases and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property and to grant easements and licenses over the Condominium property necessary or desirable for proper operation of the Condominium.
- 4.13 **CONTRACTS FOR PRODUCTS AND SERVICES** – All contracts for the purchase lease or renting of materials or equipment or for services, or any contract that is not to be fully performed within one (1) year, shall be in writing. As to any such contract which requires payment exceeding five percent (5%) of the total annual budget of the Association, including reserves, except for contracts with employees of the Association, attorneys, accountants, architects, engineers, and landscape architects, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency or unless the desired supplier is the only source of supply within the County. The Association need not accept the lowest bid. The Association may opt out of this provision if thirty (30) of the unit owners vote to do so.

**4.14 FINES** – The Directors may, pursuant to Section 718.303, Florida Statutes, impose fines not to exceed \$100.00, for failure to comply with the provisions of the Condominium documents, including the rules and regulations, by owners, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$1,000.00.

**4.14.1** The party against whom the fine is sought to be levied shall be afforded an opportunity for a 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 Declaration, Articles of Incorporation, Bylaws, or rules and regulations which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The hearing must be held before a committee of not less than three (3) unit owners, none of whom may then be serving as Directors. If the committee does not agree with the fine, the fine may not be levied.

**4.14.2** The party against whom the fine or sanction 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.

**4.15 COMMITTEES** – The Board may establish executive committees from time to time where allowed to do so as authorized by law and as it may be amended from time to time or to delegate matters to agents or managing agent of the Association. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget have the right to hold a closed meeting and are exempt from Florida Statute 718.112 (2) ( c ).

**4.15.1 HURRICANE SHUTTERS** – The Board of Directors shall adopt hurricane shutter specifications for each building within 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 requirements. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

## **5. OFFICERS**

- 5.1 EXECUTIVE OFFICERS** – The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors and who may be removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except the President.
- 5.2 PRESIDENT** – The President shall be the chief executive officer of the Association and shall have all of the powers and duties, which are usually vested in the office of President of a corporation.
- 5.3 VICE PRESIDENT** – The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
- 5.4 SECRETARY** – The Secretary shall keep the minutes of all proceedings of the Directors and the members; shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; shall keep and have custody of the records of the Association except those of the Treasurer; and shall perform all other duties incident to the office of the Secretary of the Association and as may be required by the Directors or the President.
- 5.5 TREASURER** – The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness; shall keep the assessment rolls and accounts of the members; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of the Treasurer of a corporation.
- 5.6 EMPLOYEES' COMPENSATION** – The compensation of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association provided any applicable laws are adhered to.
- 5.7 INDEMNIFICATION** – Every Director and every officer and committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees through all trial and appellate levels, reasonably incurred by or imposed in connection with any proceeding, mediation, arbitration, or settlement to which such person may be a party, or in which they may become

involved, by reason of being of having been a Director, officer, or committee member of the Association. Notwithstanding the foregoing, in the event of a voluntary settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such a settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director, officer, or committee member admits or is adjudged guilty of gross negligence, willful malfeasance, misfeasance or nonfeasance in the performance of their duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to, and not exclusive of, any and all rights of indemnification to which such Director, officer or committee member may be entitled by common law or statute.

**5.8 DELEGATION** – To the extent permitted by law, the powers and duties of the Directors and officers may be delegated for the purpose of management.

**6. MINUTES AND INSPECTION OF RECORDS** – Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within thirty (30) days. All Association official records, as defined in Section 718.111 (12), Florida Statutes, shall be available for inspection by unit owners and Board members at all reasonable times. Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying. The records of the Association shall be made available to a unit owner within five (5) days after written request by the Board or its designee. Compliance with this provision may be made by having a copy of the official records of the Association available for inspection or copying on the Condominium property or Association property.

**7. FISCAL MANAGEMENT** – The Association fiscal management shall be in accordance with the following provisions.

**7.1 BUDGET** – A proposed annual budget of common expenses shall be prepared and approved by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Association including insurance and management fees, if any, and which shall include reserves for capital expenditures and deferred maintenance which may later be waived by the owners. Reserve funds, and any accrued interest on the funds, shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association. The budget shall contain a reasonable allowance for contingencies and provide funds for all unpaid operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be

amended by the Board of Directors for the remaining portion of the fiscal year upon proper notice to the members.

**7.2 MAILING** – A copy of the proposed annual budget shall be mailed to the unit owners not less than fourteen (14) days prior to the meeting of the Directors at which the budget shall be adopted.

**7.3 ASSESSMENTS** – Assessments for recurring common expenses shall be established for following calendar year annually in advance. The shares of the unit owners of the common expenses shall be made payable in twelve (12) equal monthly installments in advance or, at the discretion of the Board, in four (4) quarterly installments in advance. Payment shall be due on the first day of each month, or each quarter, and shall become delinquent ten (10) days thereafter.

The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is recorded and may include the amounts due for the remainder of the fiscal year for which the claim of lien was recorded in the Public Records.

**7.4 SPECIAL ASSESSMENTS AND CHARGES** – Assessments and charges for common expenses, which are not provided for and funded in the budget, shall be made upon approval of the Board of Directors. The Board shall determine the time of payment.

**7.5 ASSESSMENT ROLL** – The assessments for common expenses and charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of or by the Board of Directors as to the status of a unit's account may be relied upon for all purposes by any person for whom made.

**7.6 LIABILITY FOR ASSESSMENTS AND CHARGES** – A unit owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and owner's grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any common elements or Association property or by abandonment of the unit for which the assessments are made. Where an institutional

mortgagee holding a first mortgage of record obtains title to a unit by foreclosure or by deed in lieu of foreclosure, such mortgagee and its successors and assigns is liable for the unpaid assessments that become due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding six (6) months, but in no event does the first mortgagee's liability exceed one percent (1%) of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until thirty (30) days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than six (6) months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or one percent (1%) of the original mortgage debt, whichever amount is less.

**7.7 LIENS FOR ASSESSMENTS** – The unpaid portion of an assessment, including any accelerated assessment which is due, together with costs, interest and reasonable attorneys' fees for collection, shall be secured by a lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Section 718.116, Florida Statutes.

**7.8 UNPAID CHARGES** – Unpaid charges which are due together with costs, interest and reasonable attorney's fees, including appeals for collection, shall be the basis for an action at law by the Association against the unit owner.

**7.9 COLLECTION – INTEREST; ADMINISTRATIVE LATE FEE; APPLICATION OF PAYMENTS** – Assessments paid on or before ten (10) days after the date due shall not bear interest or bear a late charge. The Board shall have the right to charge an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the assessment for which payment is late. If a Claim of Lien is filed the Board may assess interest and late charges at the highest lawful rate from the date due until paid. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees and then to the assessment payment first due.

**7.10 COLLECTION – SUIT** – The Association, at its option, may enforce collection of delinquent assessments by suit at law, by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with those which have become due by acceleration plus interest thereon and all costs

incident to the collection and the proceedings., including reasonable attorneys' fees, including appeals. The Association shall mail by certified mail to the unit owner a written notice of its intention to foreclose the assessment lien thirty (30) days before commencing foreclosure, unless Notice of Contest of Lien has been filed.

**7.11 ACCOUNTS** – All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

**7.12 ASSOCIATION DEPOSITORY** – The Association shall maintain its funds in such financial institutions authorized to do business in Florida as shall be designated from time to time by the Directors. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

**7.13 COMMINGLING OF FUNDS PROHIBITED** – All funds shall be maintained separately in the Association's name. Reserve and operating funds of the association shall not be commingled unless combined for investment purposes. No manager or business entity required to be licensed or registered under Section 468.432 of Florida Statutes, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes.

**7.14 FINANCIAL REPORTS** – A complete financial report of actual receipts and expenditures of the Association shall be made annually. A copy of the report shall be furnished to each member within sixty (60) days after the end of the year.

**7.15 FIDELITY BONDING** – The Association shall obtain and maintain adequate fidelity bonding for all persons who control or disburse funds of the Association in accordance with the Florida Statutes, as amended from time to time. However, in the case of a person providing management services to the Association and required to be licensed pursuant to Section 468.432, Florida Statutes, the cost of bonding may be reimbursed by the Association; all such persons providing management services to an Association shall provide the Association with a certificate of insurance evidencing compliance with this paragraph.

**8. PARLIAMENTARY RULES** – A parliamentary procedure such as Robert's Rules of Order uniformly applied shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation or Bylaws of the Association or with the laws of the State of Florida.

**9. BYLAW AMENDMENTS** – Amendment to the Bylaws shall be adopted in the following manner:

**9.1 NOTICE** of the subject matter of a proposed amendment shall be included in the notice of any meeting or the text of any written agreement at which or by which a proposed amendment is considered.

**9.2 PROPOSAL OF AMENDMENTS** – An amendment may be proposed by either a majority of the Directors or by ten percent (10%) of the voting interests.

**9.3 ADOPTION OF AMENDMENTS** – A proposed amendment must receive approval of a majority of the votes of the entire membership of the Association voting in person or by proxy.

**9.4 EFFECTIVE DATE** – An amendment when adopted shall become effective only after being recorded in Public Records.

**9.5 PROPOSED AMENDMENT FORMAT** – Proposal to amend existing Bylaws shall contain the full text of the Bylaws amended. New words shall be underlined and words to be deleted shall be lined through with – (hyphens). If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, “**SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER \_\_\_\_\_ FOR PRESENT TEXT.**”

**10. MANDATORY ARBITRATION OF DISPUTES** – If unresolved, disputes between the Board and unit owners as defined in Section 718.1255 (1), Florida Statutes, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation. The prevailing party may be awarded the costs of the arbitration, reasonable attorney’s fees, or both, in an amount determined in the discretion of the arbitrator.

The foregoing was adopted as the Amended and Restated Bylaws of The Villas (1) of Cross Creek Condominium Association, Inc., on this   10   day of   May  , 2001.

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Maurice Kiley, President

