

PREPARED BY:

James Michael Costello, Esq.
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1136 NE Pine Island Road, #52
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CERTIFICATE OF AMENDMENT

The Undersigned, being the duly elected and acting President of **RICHMOND PARK CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, does hereby certify that the following resolution was duly adopted by the Board of Directors, and on Tuesday, June 18, 2024, at a meeting of the members when a quorum was present, after due notice, also was approved and adopted by the vote indicated, for the purposes of amending the Declaration of Condominium of **RICHMOND PARK MASTER CONDOMINIUM** and the Articles of Incorporation and Bylaws of **RICHMOND PARK CONDOMINIUM ASSOCIATION, INC.**, as originally recorded in Official Records Book 5497, Pages 3944, *et seq.*, Public Records of Collier County, Florida.

1. The following resolution was approved by the owners of at least seventy-three percent (73%) of the total voting interests:

RESOLVED: That the Declaration of Condominium of **RICHMOND PARK MASTER CONDOMINIUM** be and is hereby amended, and the amendment(s) are adopted in the form attached hereto as Exhibit "A" and made a part hereof.

2. The following resolution was approved by the owners of at least seventy-six percent (76%) of the total voting interests:

RESOLVED: That the Articles of Incorporation of **RICHMOND PARK CONDOMINIUM ASSOCIATION, INC.** be and are hereby amended by restatement, and the amendment(s) are adopted in the form attached hereto as Exhibit "B" and made a part hereof.

3. The following resolution was approved by the owners of at least seventy-six percent (76%) of the total voting interests:

RESOLVED: That the Bylaws of **RICHMOND PARK CONDOMINIUM ASSOCIATION, INC.** be and are hereby amended by restatement, and the amendment(s) are adopted in the form attached hereto as Exhibit "C" and made a part hereof.

Dated, this 18th day of June, 2024



signature of first witness

SP/10 Tivaku

printed name of first witness



signature of second witness

Christina Woodward

printed name of second witness

**RICHMOND PARK CONDOMINIUM
ASSOCIATION, INC.**

By: 

Kevin Suess, President

STATE OF FLORIDA)

) §

COUNTY OF COLLIER)

The foregoing Certificate of Amendment was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of June, 2024, by **Kevin Suess** as President for RICHMOND PARK CONDOMINIUM ASSOCIATION, INC. He [] is personally known to me or [✓] has produced identification of: Florida Drivers Lic.

(Seal)



ERIKA GARCIA
Notary Public
State of Florida
Comm# HH176866
Expires 9/20/2025



(sign)

Notary Public: State of Florida At Large

Exhibit "A"

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM FOR
RICHMOND PARK MASTER CONDOMINIUM, A CONDOMINIUM**

[Please Note: the following are amendments to Article 2 of the Declaration of Condominium for Richmond Park Master Condominium, A Condominium as recorded in Official Records Book 5497, at Page 3944 and as subsequently amended; all in the Public Records of Collier County, Florida.]

[Note: additions are denoted by underlining; deletions are noted by ~~striketrough~~.]

1. Section 2.16 is hereby amended as follows:

2.16 "Master Association" or "Master Condominium Association" means RICHMOND PARK MASTER CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Richmond Park I, Richmond Park II and the Master Condominiums.

2. Section 2.22 is hereby amended as follows:

~~2.22 "Master Association" means RICHMOND PARK MASTER CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Master Infrastructure.~~

3. Section 2.23 is hereby amended as follows:

2.23 "Member" means the Unit Owners of the Individual Condominiums who are members of the Master Association.

Exhibit "B"

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
RICHMOND PARK CONDOMINIUM ASSOCIATION, INC.
a Florida corporation not-for-profit**

Note: This is a substantial rewording of the Articles of Incorporation for RICHMOND PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit as the same are recorded in Official Records Book 5497, at Page 3944, Public Records of Collier County, Florida. See that document's Articles I through X for the present text.

The undersigned corporation, pursuant to Chapter 617 of the laws of the State of Florida, hereby adopts the following Amended and Restated Articles of Incorporation:

**ARTICLE 1
Name**

The name of the corporation is RICHMOND PARK CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

**ARTICLE 2
Purpose**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of those certain condominiums located in Collier County, Florida, and known as RICHMOND PARK MASTER CONDOMINIUM, A CONDOMINIUM, RICHMOND PARK I, A CONDOMINIUM and RICHMOND PARK II, A CONDOMINIUM (the "Condominiums") and to otherwise operate as a multi-condominium association under Fla. Stat. Ch. 718.

**ARTICLE 3
Definitions**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Condominium of RICHMOND PARK MASTER CONDOMINIUM, A CONDOMINIUM recorded in O.R. Book 5497, at Page 3944, *et seq.*; RICHMOND PARK I, A CONDOMINIUM recorded in O.R. Book 5497, at Page 3758, *et seq.*; and RICHMOND PARK II, A CONDOMINIUM recorded in O.R. Book 5733, at Page 2306, *et seq.*; all in the Public Records of Collier County, Florida (collectively, the "Declarations"), unless herein or in the Bylaws provided to the contrary, or unless the context otherwise requires.

ARTICLE 4

Powers

The powers of the Association shall include and be governed by the following:

4.1 **General.** The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws or the Act.

4.2 **Enumeration.** The Association shall have all of the powers and duties set forth in the Act and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time; including, but not limited to, the following:

(a) To make and collect Assessments and other charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties;

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property;

(c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association;

(d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors, committee Members and Unit Owners;

(e) To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Condominiums' Properties;

(f) To approve or disapprove the leasing, transfer, ownership, and possession of Units as may be provided by the Declarations;

(g) To enforce by legal means the provisions of the Act, the Declarations, these Articles, the Bylaws, and the rules and regulations for the use of the Condominiums' Properties;

(h) To contract for the management and maintenance of the Condominium Properties and to authorize 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 of the Condominiums 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 Chapters 617 and 718 of the Florida Statutes, including, but not limited to: the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Association; and

(i) To employ personnel to perform the services required for the proper operation of the Condominiums.

4.3 Condominiums' Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of their respective Declarations, these Articles and the Bylaws.

4.4 Distribution of Income: Dissolution. The Association shall make no distribution of income to its Members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another not-for-profit corporation or a public agency or as otherwise authorized by the Florida Not-For-Profit Corporation Act (Florida Statutes Chapter 617).

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of each Declaration, the Bylaws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of a Declaration and the Bylaws.

ARTICLE 5

Members

5.1 Membership. The Members of the Association shall consist of all of the record title Owners of Units in the Richmond Park Condominiums (I and II) from time to time, and after termination of any Condominium, shall also consist of those who were Members at the time of such termination, and their successors and assigns.

5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by a Declaration and/or the Bylaws. Any person or entity owning two (2) or more Units shall be entitled to one vote for each Unit owned.

5.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE 6

Term of Existence

The Association shall have perpetual existence.

ARTICLE 7 Officers

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the current officers who shall serve until their successors are designated by the Board of Directors are as follows:

Name and Office	Address
<u>President:</u> Kevin Suess	c/o Newell Property Mgmt. Corp. 5435 Jaeger Road, #4 Naples, Florida 34109
<u>Vice President:</u> Toni Vanacore	c/o Newell Property Mgmt. Corp. 5435 Jaeger Road, #4 Naples, Florida 34109
<u>Secretary-Treasurer:</u> Tracey Pruitt	c/o Newell Property Mgmt. Corp. 5435 Jaeger Road, #4 Naples, Florida 34109

ARTICLE 8 Directors

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of three (3) directors.

8.2 Duties and Power. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

8.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Act. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

8.4 Current Directors. The names and addresses of the Members of the Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

NAME	ADDRESS
Kevin Suess	c/o Newell Property Mgmt. Corp. 5435 Jaeger Road, #4 Naples, Florida 34109
Toni Vanacore	c/o Newell Property Mgmt. Corp. 5435 Jaeger Road, #4 Naples, Florida 34109
Tracey Pruitt	c/o Newell Property Mgmt. Corp. 5435 Jaeger Road, #4 Naples, Florida 34109

ARTICLE 9

Indemnification

9.1 **Indemnity.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, committee member, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in or opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

9.2 **Expenses.** To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

9.3 **Advances.** Expenses incurred in defending, a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer,

employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 9.

9.4 **Miscellaneous.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

9.5 **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

9.6 **Amendment.** Anything, to the contrary herein notwithstanding, the provisions of this Article 9 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 10 Bylaws

The Bylaws of the Association have been adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws.

ARTICLE 11 Amendments

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

11.1 **Notice.** Notice of a proposed amendment shall be included in: (a) a Notice of Proposed Member Action Without a Meeting pursuant to Fla. Stat. §617.0701, or (b) in a notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617 and Chapter 718, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

11.2 **Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Members of the Association. Members' approval may be expressed by written consent pursuant to Fla. Stat. §617.0701. Directors and Members not present in person or by proxy at any meeting considering the amendment may express their approval in writing, providing the approval

delivered to the Secretary at or prior to the meeting. The approvals must be by not less than a majority of the votes of all of the Members of the Association and by not less than 66-2/3% of the entire Board of Directors.

11.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of Members, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers", without the approval in writing of all Members and the joinder of all record Owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declarations or the Bylaws.

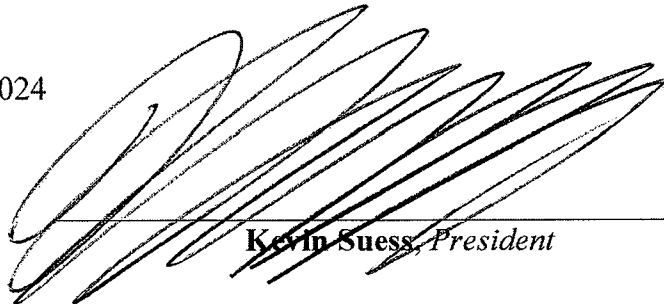
11.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Collier County, Florida.

Article 12 **(Mailing and Street Address)**

The mailing and street address of the Association is c/o Newell Property Mgmt. Corp., 5435 Jaeger Road, #4, Naples, Florida 34109.

In Witness Whereof, by and through the undersigned, the Corporation has executed these Articles on the day and year set forth below.

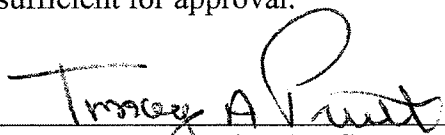
Dated: June 18, 2024



Kevin Suess, President

CERTIFICATION OF ADOPTION

I Hereby Certify that the foregoing Amended and Restated Articles of Incorporation of RICHMOND PARK CONDOMINIUM ASSOCIATION, INC. were adopted and approved by 73 % of the Members of the Corporation by written approval of _____ % of the Members, or at a duly-noticed meeting of the Members called for the purpose held on June 18, 2024, the number of votes cast was sufficient for approval.



Tracey Pruitt, Secretary

Exhibit "C"

**AMENDED/RESTATED
BYLAWS OF
RICHMOND PARK CONDOMINIUM ASSOCIATION, INC.**

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

[Note: These Amended and Restated Bylaws of RICHMOND PARK CONDOMINIUM ASSOCIATION, INC. are a complete restatement and substantial re-wording of the Bylaws of said Association as the same are found and recorded in Official Records Book 5497, at Page 3944 of the Public Records of Collier County, Florida. See Provisions 1 through 19 for the present text.]

1. **Identity**. These are the Bylaws of **RICHMOND PARK CONDOMINIUM ASSOCIATION, INC.**, a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.

1.1 **Fiscal Year**. The fiscal year of the Association shall be the twelve month period commencing January 1st of each year and terminating December 31st of the succeeding year.

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.

2. **Definition**. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declarations of Condominium for RICHMOND PARK MASTER CONDOMINIUM, A CONDOMINIUM; RICHMOND PARK I, A CONDOMINIUM; and RICHMOND PARK II, A CONDOMINIUM; unless herein provided to the contrary, or unless the context otherwise requires. For purposes hereof, the following definitions shall apply:

2.1 **"Act"** shall mean the Florida Condominium Act (Fla. Stat. Ch. 718) as it exists on the date these Bylaws are recorded in the public records of Collier, County.

2.2 **"Condominium" or "Condominiums"** shall mean and refer to the Condominiums described above which are operated by the Association per their respective Declarations.

2.3 **"Declaration" or "Declarations"** shall mean the Declaration of Condominium for each of the Condominiums which, in the event of conflict, shall supersede and control over the Articles of Incorporation and these Bylaws as same pertain to a specific Condominium as the context shall dictate.

2.4 **“Votes” and “Voting Interest”** shall mean the Votes of Unit Owners that have not been suspended pursuant to the Act or the relevant portions of the Governing Documents. Where a Declaration, the Articles of Incorporation or these Bylaws provide for a vote on a matter pertaining to a Condominium, references to such Votes (including to any majority or percentage hereof) shall mean only Votes of Unit Owners in that Condominium.

3. **Members.**

3.1 **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. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.

3.2 **Special Meetings.** Special Members’ meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act.

Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the Condominiums’ estimated operating budgets, reference should be made to Section 10.1 of these Bylaws; and (ii) as to special meetings regarding recall of Board Members, reference should be made to Section 4.3 of these Bylaws.

3.3 **Participation by Unit Owners.** Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, Committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit an Owner to speak on such items in its discretion. Unless waived by the chairman of the meeting (which may be done in the chairman’s sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker, unless waived by the presiding officer. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

(a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;

(b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting;

(c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and

(d) At least 48 hours prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

3.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members (annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Properties. Unless a unit owner waives in writing the right to receive notice of the annual meeting, such notice must be hand delivered, mailed, or electronically transmitted to each unit owner. Notice for meetings and notice for all other purposes must be mailed or electronically transmitted to each unit owner at the address last furnished to the Association by the unit owner, or hand delivered to each unit owner to the address of the Member as it appears on the roster of Members. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address initially identified by the Unit Owner for that purpose and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or if the Owners disagree, notice shall be sent to the address for the Owner as set forth on the deed of the Unit. The posting, mailing or electronic transmission of the notice for either special or annual meetings, which notice shall incorporate an identification of agenda items, shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Properties upon which all notices of Members' meetings shall be posted.

(a) Notice of specific meetings may be waived before or after the meeting and the attendance of any Member (or person authorized to vote for such Member), either in person or by proxy, shall constitute such Member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) 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.

(b) An officer of the Association, or the manager or other person providing notice of the meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

(c) Electronic mailing of Notices shall be available in any method in conformity with Section 718.112 of the Act. Electronic transmission of meeting notices shall only be made to such Members who have provided written consent to the Association for such delivery: providing an electronic mail address, telephone number or other discernible and exclusive point of receipt under the Member's control and exclusive access.

(1) In order to be effective, any consent given by a Member to receive notices via electronic transmission, and any revocation of consent, must be in writing and must be signed by the owner of record of the Lot, Parcel or Unit or by a person holding a power of attorney executed by the owner of record. Consent or revocation of consent may be delivered to the Association via electronic transmission, by hand-delivery, by United States mail, by certified United States mail, or by other commercial delivery service. The Member bears the risk of ensuring delivery.

(2) Delivery of Consent or Revocation of Consent. Any consent given by a Member to receive notices via electronic transmission must be actually received by a current officer, Board member, or manager of the Association, or by the Association's registered agent. Unless otherwise agreed to by the Association in advance of delivery of any consent or revocation of consent, delivery to an attorney who has represented the Association in other legal matters will not be effective unless that attorney is also a Board member, officer, or registered agent of the Association.

(3) Automatic Revocation of Consent. Consent shall be automatically revoked if the Association is unsuccessful in providing notice via electronic transmission for two consecutive transmissions to a Member, if and when the Association becomes aware of such electronic failures.

(4) In order to be effective notice, notice of a meeting delivered via electronic transmission must contain all attachments and information required by law.

(5) Notice of a meeting is effective when sent by the Association, regardless of when the notice is actually received by the Member, if directed to the correct address, location or number, or if posted on a web site or internet location to which the owner has consented. A Member, by consenting to notice via electronic transmission, accepts the risk of not receiving electronic notice, so long as the Association correctly directed the transmission to the address, number, or location provided by the Member. An affidavit of the secretary or other authorized agent of the Association filed among the official records of the Association that the notice has been duly provided via electronic transmission is verification that valid electronic transmission of the notice has occurred. The Association may elect to provide, but is not required to provide, notice of meetings via non-electronic transmission even if notice has been sent to the same Member via electronic transmission.

(6) The Association shall maintain among its official records, which shall be accessible to the Members or their duly authorized representatives, all consent forms including electronic numbers, addresses and locations, all affidavits, all fax receipts of notice and related communications, copies of all electronic notices and attachments sent by the Association, and any other record created or received by the Association related to the electronic transmission of meeting notices, except as provided in Florida Statutes Sec. 718.111(12)(c)5 [personal identifying information]. Electronic records may be maintained in electronic or paper format, but must be available for inspection and copying upon Member request.

3.5 **Quorum.** A quorum at Members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to cast in excess of 50% of the Votes of Members entitled to vote at the subject meeting.

3.6 **Voting.**

(a) **Number of Votes.** Except as provided in Section 3.11 hereof, and except when the vote is to be determined by a percentage of shares of ownership in a specific Condominium (as contemplated in specific portions of a Declaration), in any meeting of Members, the Owners of Units shall be entitled to cast one vote for each Unit owned, except where such Owner's voting rights have been suspended. The vote of a Unit shall not be divisible.

(b) **Majority Vote.** 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 Declarations, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declarations, the terms "majority of the Unit Owners" and "majority of the Members" shall mean a majority of the Votes entitled to be cast by the Members (as may be reduced by such members whose voting rights have been suspended) and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized Votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declarations or Articles, it shall mean such greater percentage of the Votes of Members and not of the Members themselves.

(c) **Voting Member; Voting Certificates.** If a Unit is owned by one person, that person's right to vote shall be established by the roster of Members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President, Secretary or the Board of Directors is otherwise notified. If a Unit is owned by a corporation or other business entity, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation, or other person authorized by law to bind the entity, and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record Owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized Votes in the Association shall be reduced accordingly until such certificate is filed.

(d) **Electronic Voting.** The Board may, by resolution enacted in conformity with Fla. Stat. §718.128(4) (as amended), provide for electronic voting of the Members on any matter that may be lawfully decided in that manner.

3.7 **Proxies.** Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"). Limited proxies shall be permitted for Votes taken to: waive or reduce reserves; waive financial statements; amend the Declarations, Articles or Bylaws; or for any other matter requiring or permitting a vote of 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. 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 in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and the original (or complete executed copy) received and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.

3.8 **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. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.9 **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) Processing and counting of ballots for positions on the Board of Directors;
- (c) Appointment by the President of a chairman of the meeting (who need not be a Member or a director);
- (d) Proof of notice of the meeting or waiver of notice;

- (e) Reading of minutes;
- (f) Reports of officers;
- (g) Reports of committees;
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

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

3.10 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board Members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.11 Action without a Meeting. Anything to the contrary herein notwithstanding and to the extent lawful, any action required or which may be taken at any annual or special meeting of Members, including amendment of the Declaration, Articles of Incorporation and Bylaws, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members (or persons authorized to cast the vote of any such Members as elsewhere herein set forth) 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 all Members (or authorized persons) entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving Members having the requisite number of Votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by Members having the requisite number of Votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. 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. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of three (3) Directors and must be natural persons who are 18 years of age or older. Directors may

not vote at Board meetings by proxy or by secret ballot, except that a secret ballot may be used to elect officers.

4.2 Election of Directors. Members of the Board of Directors shall be elected in the manner provided in Section 718.112 of the Act, as supplemented by the Rules of the Division in effect at the commencement of the election process. As provided in the Act, though, such election procedures shall not apply if there are no more candidates for election to the Board of Directors than there are vacancies on the Board to be filled. Also, the Association may adopt different voting and election procedures upon the affirmative vote of a majority of the Voting Interests in the Association.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting, from removal of Directors by Members (as addressed in subsection (d) below), vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors, at their discretion, at any Board meeting, as per Fla. Stat. §718.112(2)(d)9.

(b) A director or officer more than 90 days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

(c) A director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property must be removed from office, creating a vacancy in the office to be filled according to law until the end of the period of the suspension or the end of the director's term of office, whichever occurs first. While such director or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a director or officer. However, if the charges are resolved without a finding of guilt, the director or officer shall be reinstated for the remainder of his or her term of office, if any.

(d) Any Director may be removed by concurrence of a majority of the Voting Interests of the Members at: (i) a special meeting of Members called for that purpose or (ii) by written agreement signed by a majority of all Voting Interests. The vacancy in the Board of Directors so created shall be filled by the Members at a special meeting of the Members called for such purpose, or by the Board of Directors, as and when permitted by the Act or by the Rules of the Division and in accordance therewith.

(e) The removal of Directors, shall only be accomplished in accordance with the procedures set forth in the Act and the Rules of the Division including, without limitation, with respect to notices of meetings, voting, written agreements and the resolution of disputes regarding such removal.

(f) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these Bylaws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominiums lie for the appointment of a receiver to manage the

affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Properties a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees; all of which shall be deemed Common Expenses of the Association. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.4 Term. Directors' terms shall be three (3) years and shall be staggered so that no more than one (1) Director's term expires in any given year. Except as provided herein to the contrary, the term of each Director's service shall extend until (a) his resignation, (b) his successor is duly elected and has taken office, or (c) until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment. The Directors calling the organizational meeting shall give at least three (3) days' advance notice thereof, stating the time and place of the meeting.

4.6 Meetings. 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 meetings shall be given to each Director, personally or by mail, electronic mail, telephone or telegraph, and shall be transmitted at least forty-eight (48) hours prior to the meeting. Meetings of the Board of Directors and any Committee thereof to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget (at which a quorum of the Members of that Committee is present) shall be open to all Unit Owners; any other Committee may be exempted. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules of the Division and the Association. The right to attend Board meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Notwithstanding the foregoing, written notice of any meeting of the Board at which non-emergency special Assessments, or at which amendments to rules regarding Unit use will be considered shall be mailed or delivered to all Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Notice of any meeting in which regular or special assessments against unit owners are to be considered must specifically state that assessments will be considered and provide the nature, estimated cost, and description of the purposes for such assessments. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium

Property upon which all notices of Board and/or Committee meetings shall be posted. Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or where required by the Act. Notwithstanding any other law, the requirement that Board meetings and Committee meetings be open to the Unit Owners does not apply to: (a) meetings between the Board or a Committee and the Association's attorney, with respect to proposed or pending litigation, if the meeting is held for the purpose of seeking or rendering legal advice; or (b) Board meetings held for the purpose of discussing personnel matters.

Notwithstanding the foregoing items not included in the notice of the Board meeting may be taken up by at least a majority plus one of the Directors, but shall be noticed and ratified at the next regular meeting of the Board.

4.7 Waiver of Notice. 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, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

4.8 Quorum and Voting. 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 Bylaws.

Each Director shall have one (1) vote on all matters coming before the Board, such vote to be cast only by the Director (i.e. not by proxy) and to be recorded in the minutes of the Board meeting at which it is cast, except that officers of the Association may be elected by secret ballot.

4.9 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 as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).

4.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Unit Owner to preside).

4.12 **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) Reports of officers and committees;
- (d) Election of officers, if needed;
- (e) Members' comments on agenda items, if any;
- (f) Unfinished business;
- (g) New business;
- (h) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.13 **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, and Board Members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

4.14 **Committees.** The Board may by resolution also create either standing or *ad hoc* Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.

As used herein, the term "Committee" shall, for purposes of notices of meetings and the rights of Unit Owners with respect to meetings, pertain to those committees formed to take final action on behalf of the board or make recommendations to the board regarding the association budget and thereby meeting the definition thereof set forth in the Act; provided, however, that this shall not prevent the Board of Directors from forming other committees.

4.15 **Action by directors without a meeting.**

(a) Action required or permitted by the Act or these Governing Documents to be taken at a Board of Directors' meeting or Committee meeting may be taken without a meeting if the action is taken by all members of the Board or of the Committee. The action must be evidenced by one or more written consents describing the action taken and signed by each Director or Committee member.

(b) Action taken under this Section 4.15 is effective when the last Director signs the consent, unless the consent specifies a different effective date.

(c) A consent signed under this Section 4.15 has the effect of a meeting vote and may be described as such in any document.

4.16 Unit Owner Complaints. When a Unit Owner files a written complaint by certified mail with the Board of Directors, the Board shall respond, in writing, to such complaint within thirty (30) days of its receipt thereof by giving a substantive response thereto or by notifying the Unit Owner that a legal opinion or the advice of the Division has been requested. If the Board requests advice from the Division, the substantive response shall be given within ten (10) days of the Board's receipt of such advice. If a legal opinion is requested, the substantive response shall be given within sixty (60) days of the Board's receipt of the complaint. The Board's failure to provide a substantive response as aforesaid shall preclude the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding or arbitration arising out of the complaint.

5. Authority of the Board.

5.1 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 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, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining all Common Elements and Association Property;

(b) Determining the expenses required for the operation of the Association and the Condominium;

(c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property;

(d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property (Units and Common Elements) for Richmond Park I, II and Master Condominiums and Association Property, wherever found;

(e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor;

(f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its Members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration;

(g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association, or its designee;

(h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee;

(i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property;

(j) Obtaining and reviewing insurance for the Condominium and Association Property;

(k) Making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property, and repairs to and restoration of Condominium and Association Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise;

(l) Enforcing obligations of the 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 appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine shall become a lien upon a Unit;

Fines shall be levied as follows:

(1) The Board of Directors shall appoint a Fining Committee to be comprised of three (3) to five (5) unit owners. The committee shall serve at the pleasure of the Board of Directors.

(2) Upon written complaint by a unit owner, Board of Directors member, or agent of the Association, the Board of Directors shall determine whether a fine should be levied against a unit for the failure of the owner of the unit or its occupants, licensees, or invitees, to comply with any provision of the Declarations, the Association Bylaws, or reasonable Rules and Regulations of the Association.

(3) No fine shall exceed the higher of One Hundred Dollars (\$100.00) per violation or such amount as may be proscribed in the Florida Condominium Act, as amended. However, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing provided that no such fine in the aggregate shall exceed the

higher of One Thousand Dollars (\$1,000.00) or such amount proscribed in the Florida Condominium Act as amended.

(4) If the Board of Directors determines that a fine should be levied, then it shall notify the unit owner of the Board's finding by notice of violation citing the specific provisions violated. Further, the notice of violation shall inform the owner that if the unit owner does not request a hearing in writing within fourteen (14) days of the mailing of the notice of violation, then the fine shall be made final at the next regular or special Board of Directors meeting. The notice of violation shall include a deadline for the unit owner's request and a mailing address for the Association. If the unit owner does not respond to the notice of violation, the Board of Directors may assess the fine at its next regular or special meeting and such assessment shall be considered final.

(5) If the unit owner requests a hearing on the fine in writing, the Board of Directors shall refer the matter to the Fining Committee for hearing. Upon referral of the matter, the Fining Committee shall notify the unit owner by notice of hearing of the time and date for the hearing which shall not be earlier than fourteen (14) days after the mailing of the notice of hearing.

(6) At the hearing, both unit owner and Association may be represented by counsel and call witnesses. Within five (5) days of the conclusion of the hearing, the Fining Committee shall report its conclusions to the Board of Directors and the unit owner. If the Fining Committee does not agree with the fine, the fine may not be levied. If the Fining Committee agrees with the fine, the Board of Directors may assess the fine at its next regular or special meeting and shall notice the unit owner by notice of fine.

(7) All notices described in this sub-section (m) shall be sent by certified mail, return receipt requested, and shall be effective upon mailing.

(n) Purchasing, or leasing Units for use by resident managers or superintendents and other similar persons;

(o) Subject to the provisions of the Act (unless waived as provided therein), contracting for the management and maintenance of the Condominium and Association Property and authorizing a duly-licensed 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 and Association Property 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 Declarations, the Articles, these Bylaws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association;

(p) At its discretion, but within the parameters of the Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use; and

(q) Exercising (i) all powers and duties specifically set forth in the Declarations, the Articles, these Bylaws and in the Act, (ii) all powers and duties of a Florida corporation not-for-profit enumerated in Fla. Stat §617.0302, (iii) all powers incidental to the foregoing and (iv) all other powers of a Florida corporation not for profit.

6. **Officers.**

6.1 **Executive Officers.** The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. 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.

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

6.3 **Vice-President.** The Vice-President (if one is elected), shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also 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.

6.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the Members. The Secretary shall attend to the giving of all notices to the Members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary 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.

6.5 **Treasurer.** The Treasurer shall have custody of all property of the Association, including, funds, securities and evidences of indebtedness. The Treasurer 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.

7. **Fiduciary Duties.** The officers and directors of the Association have a fiduciary relationship to the Unit Owners. An officer, director or manager employed by the Association

shall not solicit, offer to accept, or accept anything, or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, director or manager who knowingly so solicits, offers to accept or accepts anything or service of value shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.

8. **Compensation.** Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting, with a Director or officer for the management of the Condominiums or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

9. **Resignations.** Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

10. **Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

10.1 **Budget.**

(a) **Adoption by Board; Items.** The Board of Directors shall from time to time, and at least annually, prepare budgets (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of the Condominiums and the Association and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declarations and hereof. In addition, if the Association maintains Limited Common Elements with the cost to be shared only by those entitled to use the Limited Common Elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed, by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost of each reserve item. The Association may adjust replacement and reserve Assessments annually to take into account any change in estimates or extension of the useful life of a reserve item caused by deferred maintenance. A reserve study for each Condominium shall be performed at least as often as required under the Act. Reserves shall not be required if the

Members of the Association have, by a majority vote at a duly called meeting of Members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures, unless their use for any 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 or voting by limited proxy at such meeting.

The adoption of a budget hereunder shall comply with the requirements of Fla. Stat. §718.112(2)(e) and (f), as amended, and as otherwise hereinafter set forth:

(i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting, of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. Notice of the meeting shall also be posted as required herein.

(ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a substitute budget. The adoption of said substitute budget shall require a vote of Owners of not less than a majority of all the Units. If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

(iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for betterments/improvements to the Condominium Property.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 10.1.(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the

Members, and if such budget is adopted by the Members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

10.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter of the year for which the Assessments are made (unless the Board elects to levy Assessment installments monthly). If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 10.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months of the fiscal year left as of the date of such amended Assessments, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. If only a partial month remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

10.3 Special Assessments and Assessments for Capital Improvements. Special Assessments and Capital Improvement Assessments (as defined in the Declarations) shall be levied as provided in the Declarations and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future Assessments.

10.4 Depository; Commingling. The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors.

All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association shall not be commingled. In no event shall the Association, or any manager or management company representing same, commingle any Association funds with such party's funds or the funds of any other Condominium Association. Notwithstanding the foregoing, the event that any amendment to the Act or duly adopted Rule of the Division is more liberal than the foregoing, then such amendment to the Act or Rule of the Division shall supersede and control so as to permit the commingling of funds to the maximum extent lawful.

10.5 Remedies; Acceleration of Installments upon Default. All Assessments and any installments thereon shall bear interest at the interest rate allowed by law. In addition, the Association may levy an administrative late fee in the amount of the greater of \$25.00 or 5% on

any Assessment or installment thereon not paid and received within ten (10) days of the date due. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the remaining budget year's installments of the Assessment upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then-unpaid balance of the Assessment for the remainder of the fiscal year shall be due upon the date stated in the notice, but not less than forty-five (45) days after the mailing of such notice to him.

10.6 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board, but in no event less than the amounts required by the Act. The premiums on such bonds shall be paid by the Association as a Common Expense.

10.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar Associations and in compliance with the applicable provisions of the Florida Administrative Code. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

The Association shall compile and make available such financial reporting as may be required under Fla. Stat. §718.111(13), as amended and applicable provisions of Florida Administrative Code and any financial report issued in accordance with this Section shall comply with the Rules of the Division with respect thereto.

10.8 Application of Payment. Any restrictive endorsement to the contrary, all payments made by a Unit Owner shall be applied as provided as follows: first to any interest accrued on unpaid amounts, secondly to any administrative late fees levied; thirdly to any costs of collection incurred by the Association (including attorneys' fees), and lastly to the oldest Assessment or installment thereon of any kind then due.

10.9 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

11. 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. The Association 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 that 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 interest and shall waive in writing notice of such meeting.

12. **Parliamentary Rules.** Except when specifically or generally waived by the chairman of a meeting (either of Members or Directors), *Robert's Rules of Order* (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles or these Bylaws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.

13. **Amendments.** Except as may be provided in the Declaration to the contrary, these Bylaws may be amended in the following manner:

13.1 **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 or by notice of proposed action without a meeting pursuant to Fla. Stat. §617.0701.

13.2 **Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Members of the Association. Directors and Members not present in person or by proxy at any meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. Members may express approval without a meeting by written consent. The approval must be by not less than a majority of the Votes of all Members of the Association and by not less than 66-2/3% of the entire Board of Directors.

13.3 **Proviso.** No amendment shall be made that is in conflict with the Articles or Declaration.

13.4 **Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Collier County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.

14. **Rules and Regulations.** The Board of Directors may, from time to time, modify, amend or add to such rules and regulations. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof.

15. **Official Records.** From the inception of the Association, the Association shall maintain for the Condominiums, a copy of each of the following, where applicable, which shall constitute the official records of the Association:

(a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;

(b) Photocopies of the recorded Declarations of Condominium and all amendments thereto;

(c) A photocopy of the recorded Bylaws of the Association and all amendments thereto;

(d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;

(e) A copy of the current Rules and Regulations of the Association;

(f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 7 years;

(g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers;

(h) All current insurance policies of the Association;

(i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association of the Unit Owners have an obligation or responsibility;

(j) Bills of Sale or transfer for all property owned by the Association;

(k) Accounting records for the Association and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years or such other time period set forth in Fla. Stat. §718.111(12)(b), whichever is longer. The accounting records shall include, but not be limited to:

(i) Accurate, itemized, and detailed records for all receipts and expenditures.

(ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.

(iii) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

(iv) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year;

(l) Ballots, sign-in sheets, voting proxies and all other papers relating to voting by Unit Owners which shall be maintained for a period of one (1) year from the date of the election, vote or meeting to which the document relates;

(m) All rental records where the Association is acting as agent for the rental of Units;

(n) A copy of the current Question and Answer Sheet (if required by the Act), in the form promulgated by the Division, which shall be updated annually;

(o) All other written records of the Association not specifically listed above which are related to the operation of the Association;

(p) A copy of the inspection report as described in Fla. Stat. 718.301(4), if applicable; and

(q) Bids for materials, equipment or services.

The official records of the Association shall be maintained within the State of Florida for the time periods set forth in Fla. Stat. §718.111(12)(b), as amended.

The official records of the Association shall be open to inspection by any Association Member or the authorized representative of such Member at all reasonable times and within ten (10) working days after receipt of written request for same by the Board or its designee. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of the Association Member. This paragraph may be complied with by having a copy of the official records of the Association available for inspection or copying on the Condominium Property or Association property, or the Association may offer the option of making the records available to a unit owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association is not responsible for the use or misuse of the information provided to an Association member or his or her authorized representative pursuant to the compliance requirements of this chapter unless the Association has an affirmative duty not to disclose such information pursuant to this chapter. The Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying. The failure of the Association to provide official records to a Unit Owner or his authorized representative within ten (10) working days after receipt of a written request therefor shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The Association shall maintain on the Condominium Property an adequate number of copies of the Declarations, Articles, Bylaws and rules, and all amendments to the foregoing, as well as the Question and Answer Sheet, to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those persons requesting same.

Notwithstanding any of the foregoing:

- (r) No item exempted from the records availability requirements of the Act (e.g., documents subject to attorney-client privilege and unit owner personal identifying information) need be made available by the Association; and
- (s) The following records are not accessible to unit owners:
 - (i) Any record protected by the lawyer-client privilege as described in Fla. Stat. §90.502 and any record protected by the work-product privilege, including a record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.
 - (ii) Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a unit.
 - (iii) Personnel records of the Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this sub-subparagraph, the term "personnel records" does not include written employment agreements with an Association employee or management company, or budgetary or financial records that indicate the compensation paid to an Association employee.
 - (iv) Medical records of unit owners.
 - (v) Social security numbers, driver license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a unit owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the Association to fulfill the Association's notice requirements. Notwithstanding the restrictions in this sub-subparagraph (s), the Association may print and distribute to parcel owners a directory containing the name, parcel address, and all telephone numbers of each parcel owner. However, an owner may exclude his or her telephone numbers from the directory by so requesting in writing to the Association. An owner may consent in

writing to the disclosure of other contact information described in this sub-subparagraph. The Association is not liable for the inadvertent disclosure of information that is protected under this sub-subparagraph if the information is included in an official record of the Association and is voluntarily provided by an owner and not requested by the Association.

- (vi) Electronic security measures that are used by the Association to safeguard data, including passwords.
- (vii) The software and operating system used by the Association which allow the manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

(t) (i) The Association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the condominium or the Association other than information or documents required by this chapter to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the response.

(ii) The Association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy."

16. **Association Property.** Any recreation or other common facilities conveyed to, or any property acquired by, the Association, including any personalty associated therewith, shall be operated, maintained, repaired, replaced, insured and otherwise administered by the Association as if same were a Condominium in which all Members of the Association owned Units.

Expenses relating to Association Property shall be included in the Association's budget (as opposed to a budget for a Condominium). Further, reserves for Association Property may be waived, reduced or otherwise dealt with per Section 10.1(a) by vote of all Unit Owners.

17. **Alternative Dispute Resolution.** Any "dispute" (as such term is defined in the Act) shall be submitted to nonbinding arbitration as, and to the extent, required by the Act and in accordance with the procedures set forth in the Rules of the Division.

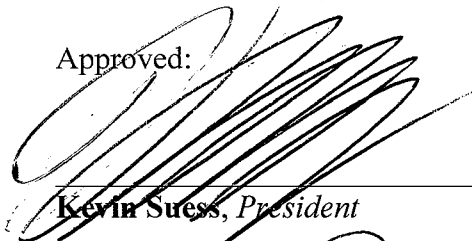
18. **Certificate of Compliance.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Units to the applicable Condominium fire and life safety code.

19. **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.

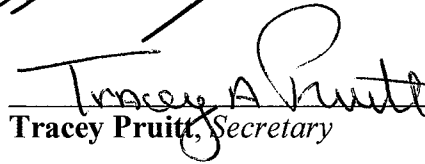
20. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

The foregoing was adopted as the Bylaws of **RICHMOND PARK CONDOMINIUM ASSOCIATION, INC.**, a corporation not for profit under the laws of the State of Florida, as of the 18th day of June, 2024.

Approved:

A large, stylized handwritten signature in black ink, appearing to read 'Kevin Suess', written over a horizontal line.

Kevin Suess, President

A handwritten signature in black ink, appearing to read 'Tracey A. Pruitt', written over a horizontal line.

Tracey Pruitt, Secretary

[CORPORATE SEAL]