

RESTATED
BYLAWS
OF
CASA SIESTA CONDOMINIUM ASSOCIATION, INC.

WHEREAS, CASA SIESTA CONDOMINIUM ASSOCIATION, INC. (formerly known as C.S.A. CONDOMINIUM ASSOCIATION, INC.), is a not-for-profit corporation organized and existing to operate and maintain CASA SIESTA, A CONDOMINIUM, according to the original Declaration thereof as recorded in O.R. Book 1090, Page 1957, et seq., Public Record of Sarasota County, Florida, and

WHEREAS, the Bylaws were amended from time to time by amendments recorded in O.R. Book 1507, Page 1197 et seq., O.R. Book 1634, Page 1126, et seq., O.R. Book 1897, Page 0491, et seq., O.R. Book 2279, Page 1168, et seq., O.R. Book 2499, Page 1657, et seq., all of the public records of Sarasota County, Florida, and

WHEREAS, the Board of Directors of Casa Siesta Condominium Association, Inc. duly adopted these Restated Bylaws at a Board of Directors meeting held on the 12th day of April, 1993, for the purposes of restating and integrating into a single instrument all the provisions of the Bylaws, including all amendments adopted by the membership, and

WHEREAS, both the membership and the directors wish to integrate all provisions of the Bylaws of Casa Siesta Condominium Association, Inc. into this single set of documents.

NOW, THEREFORE, the following is adopted as the Restated Bylaws of Casa Siesta Condominium Association, INC.

BYLAWS

CASA SIESTA CONDOMINIUM ASSOCIATION, INC.

A Corporation Not For Profit
Under the Laws of the State of Florida

1. Identity. These are the Bylaws of the CASA SIESTA CONDOMINIUM ASSOCIATION, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of the State on February 24, 1994. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these Bylaws which condominium is identified by the name CASA SIESTA APARTMENTS and is located upon the following lands in Sarasota County, Florida:

DESCRIPTION

Commence at the point where the South line of U.S. Lot 3, Section 19-37-18 intersects the center-line of Midnight Pass Road; thence N.38°00'W., along the center-line of said road, 520.00 feet for a point of beginning; thence continue N.38°00'W., along said center-line, 130.00 feet; thence N.66°36'E., 194.40 feet; thence S.38°00'E., 148.80 feet; thence S.71°50'W., 200.00 feet to the point of beginning. Less the Westerly 25 feet for road right-of-way.

EASEMENT DESCRIPTION

Commence at the point where the South line of U.S. Lot 3, Section 19-37-18 intersects the center-line of Midnight Pass Road: Thence N.38°00'W., along the center-line of said road, 650.00 feet; thence N.66°36'E., 194.40 feet for a point of beginning; thence continue N.66°36'E., 18.00 feet; thence S.16°24'12"W., 21.42 feet; thence N.38°00'W., 17.00 feet to the point of beginning. Containing 148.06 square feet, more or less.

a. The office of the Association shall be at 8716 Midnight Pass Road, Sarasota, Florida, 34242.

b. The fiscal year of the Association shall be October 1 - September 30.

2. Members' Meeting.

a. The annual members' meeting shall be held in Sarasota, Florida on the second Monday in April of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held on the next day that is not a holiday.

b. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast five (5) unit votes.

EXHIBIT C

c. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than twenty (20) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

d. A quorum at members' meetings shall consist of persons entitled to cast eight (8) unit votes. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approved by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

e. Voting.

(1) In any meeting of members there shall be one (1) vote for each apartment.

(2) If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by the president and vice present and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner of an apartment. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

f. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for a period no longer than 90 days after the date of the first meeting for which it was given and must be filed with the Secretary prior to the appointed time of the meeting.

g. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3. Directors.

a. Membership. The affairs of the Association shall be managed by a board of five (5) directors.

b. Election of Directors shall be conducted in the following manner:

(1) Election of directors shall be held at the annual members' meeting.

(2) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(3) Any director may be removed by concurrence of two-thirds of the unit votes at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

c. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

d. The organization meeting of a newly-elected Board of Directors shall be held immediately after their election at same place and no notice of the organization meeting shall be necessary.

e. Regular meeting of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

f. Special meetings of the directors may be called by the President. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

g. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

h. A quorum at directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by three or more 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 required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

i. Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

j. 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 presence of such director for the purposes of determining a quorum.

k. The presiding officer of directors' meetings shall be the President if such an officer has been elected. In the absence of a presiding officer the directors present shall designate one of their number to preside.

l. Directors' fees, if any, shall be determined by the members.

4. Powers and Duties of the Board of Directors. All of the powers and duties of the Association

existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required.

5. Officers.

- a. The executive officers of the Association shall be a President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors from its membership and who may be peremptorily removed by vote of the directors at any meeting.
- b. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.
- c. The Secretary shall keep the minutes of all proceeding of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the direction of the President.
- d. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of the Treasurer.
- e. The compensation of all officers and employees of the Association shall be fixed by the members.

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

- a. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:
 - (1) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.
 - (2) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.
 - (3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

b. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices including provisions for:

- (1) Current Expense,
- (2) Reserve for Capital Expenses and Deferred Maintenance,
- (3) Reserve for replacement, and
- (4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements; and
- (5) Transmit to each member: copies of the budget and proposed assessments not less than (14) fourteen days before the annual meeting of the Association.

c. Assessments. Assessments against the apartment owners for their shares of the items of the budget shall be made for the fiscal year annually. After the annual Association Meeting in April preceding the year for which the assessments are made. Such assessments shall be due in four equal installments. On the 1st day of October, January, April and July of the fiscal year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarterly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessment may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the approval of the membership of the Association as previously required in these Bylaws.

d. Acceleration of Assessment Instalments upon Default. If an apartment owner shall be delinquent or in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the apartment owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

Additionally, the amount due and in default shall bear interest at the rate of eighteen (18) per cent per year from the date when due until paid. Also in addition to such interest, an administrative late fee not to exceed the greater of twenty five (25) or five (5) per cent of the assessment for each delinquent installment that the payment is late. Any payment received shall be applied first to any interest accrued, then to an administrative late fee, then to any costs and reasonable Attorney's fees incurred in collection, and then to the delinquent or default assessment.

Further, should an apartment owner be delinquent or in default more than sixty (60) days past the due date of the assessment, a lien shall be placed on the apartment for all payments due. The lien for unpaid assessments shall also secure all

reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

e. Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be only after notice of the need for such is given to the apartment owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, the assessment shall become effective, and it shall be due after 30-days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

f. The depository of the Association shall be such bank as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be by such persons as are authorized by the directors.

g. An audit of the accounts of the Association shall be made annually and a copy of the audit report shall be furnished to each member not later than April 30 of the year following the year for which the audit is made.

h. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the State of Florida Condominium Act. The premiums on such bonds shall be paid by the Association.

i. Obligations of Unit Owners to adhere to two week rental. Should the Owner of a unit, or it's occupant, licensee or invitee, fail to comply with the minimum rental period of weeks either in season, or out of season, a fine shall be \$100.00 (one hundred dollars) for each and every failure to comply. However, should the owner disregard the fine and or pay the fine and then continue to not adhere to the two week period, the fine may further be levied on the basis of each day of the continuing violation, with a single notice and opportunity for hearing provided that no such fine shall in the aggregate exceed \$1,000.00 (one thousand dollars). No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the unit owner if applicable.

j. Hurricane Shutter Specifications shall be adopted by the Board of Directors if required, for each unit within the building complex operated by the Association and shall have the powers to approve or disapprove all colors, style, material, installation, sizes, or other factors deemed relevant by the Board. All specifications adopted by the Board shall fully comply with the applicable local building codes. The Board shall not refuse to approve the installation or replacement, and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the common elements within the meaning of the section.

7. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

8. Amendments. These Bylaws may be amended in the following manner:

a. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

b. A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

- (1) not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or
- (2) by not less than 80% of the votes of the entire membership of the Association.

c. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

d. 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 the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Sarasota County, Florida.

9. Condominium Property Restrictions on use.

- a. No animal or other form of pet may be kept in a unit or on or about the condominium property.
- b. Without prior consent of the Board, no unit owner shall cause or permit anything to be placed on the outside walls of any building and no sign, awning, canopy, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof. This would include the placement of any sign in a window or lanai from within the unit.
- c. Screens: Installation and maintenance of apartment screen doors and lanai screens shall be the responsibility of the Association. Installation and maintenance of apartment window screens is the responsibility of unit owners.

10. Replacement of Water Heaters.

Unit owners shall permit no water heater to be operated on their premises for a period no longer than ten (10) years. Replacement shall be prior to the start of the eleventh (11) year of it's operation and the replacement shall be the responsibility of each unit owner. Noncompliance with this paragraph may result in replacement by the Association with a ~~small~~ assessment being levied against those units not in compliance.

The foregoing were adopted as the Bylaws of CASA SIESTA CONDOMINIUM ASSOCIATION, a corporation not for profit under the laws of the State of Florida.

RECORDED IN OFFICIAL RECORDS
RECORDED VERIFIED
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL
MAY 25 1989