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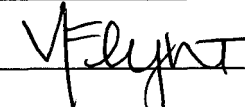
CERTIFICATE OF AMENDMENT OF DECLARATION OF RESTRICTIONS FOR GUMBO LIMBO SUBDIVISION LOCATED IN LEE COUNTY, FLORIDA AND THE BYLAWS OF THE GUMBO LIMBO PROPERTY OWNERS ASSOCIATION, INC.

THE UNDERSIGNED being the President and Secretary of GUMBO LIMBO PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Amended, Restated and Combined Declaration of Restrictions of the Gumbo Limbo Subdivision Sanibel Island, Lee County, Florida and Bylaws of the Gumbo Limbo Property Owners Association, Inc., were duly approved, adopted and enacted by the affirmative vote of the proper percentage of voting interests in each 1/2 of the Subdivision (East and West) at a meeting called for that purpose at which a quorum was present for each 1/2 of the Subdivision held on the 24th day of February, 2009. The original Declaration of Restrictions applicable to the eastern 1/2 of the Gumbo Limbo Subdivision (as described in that certain unrecorded Plat of the entire Gumbo Limbo Subdivision) was recorded in Official Record Book 751, at Page 571, et. seq., of the Public Records of Lee County, Florida, and the original Declaration of Restrictions applicable to the western 1/2 of the Gumbo Limbo Subdivision (as described in that certain unrecorded plat of the Gumbo Limbo Subdivision) was recorded in Official Record Book 991, at Page 618, et. seq., of the Public Records of Lee County, Florida. Thereafter, in 2008 the Declaration of Restrictions for Gumbo Limbo East was revived pursuant to Chapter 720, Florida Statutes and recorded on June 4, 2008 in the Public Records of Lee County, Florida at instrument number 2008000148123 and Declaration of Restrictions for Gumbo Limbo West was revived pursuant to Chapter 720, Florida Statutes and recorded on June 4, 2008 in the Public Records of Lee County, Florida at instrument number 2008000148124. Dated this 19 day of May 2009.

WITNESSES:

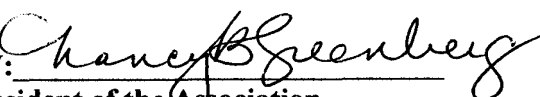
(Sign) 

(Print) Erica Hamilton

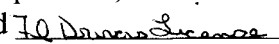
(Sign) 

(Print) Vanessa Flynt

GUMBO LIMBO PROPERTY OWNERS ASSOCIATION, INC.

BY: 
President of the Association
Nancy Greenberg

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 19 day of May, 2009 by Nancy Greenberg, as President of Gumbo Limbo Property Owners Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced  as identification and did take an oath.

NOTARY PUBLIC:


WITNESSES:

(Sign) *[Signature]*

(Print) Erica Hamilton

(Sign) *[Signature]*

(Print) Vanessa Flynn

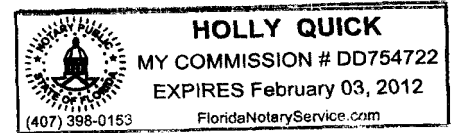
**GUMBO LIMBO PROPERTY OWNERS
ASSOCIATION, INC.**

BY: *[Signature]*
Secretary of the Association
Elizabeth Burns

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 19 day of May, 2009 by Elizabeth Burns, as Secretary of Gumbo Limbo Property Owners Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced *[Signature]* as identification and did take an oath.

NOTARY PUBLIC:
[Signature]



NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATIONS. FOR PRESENT TEXT SEE EXISTING DECLARATIONS OF RESTRICTIONS.

The following is a consolidation of the two separate Declarations of Restrictions for the Gumbo Limbo Subdivision (Gumbo Limbo East and Gumbo Limbo West) into a single document for the purpose of future ease of use and convenience.

**AMENDED, RESTATED AND COMBINED DECLARATION OF RESTRICTIONS
OF THE GUMBO LIMBO SUBDIVISION
SANIBEL ISLAND, LEE COUNTY, FLORIDA**

KNOW ALL PERSONS BY THESE PRESENTS:

That heretofore, the original Declaration of Restrictions applicable to the eastern $\frac{1}{2}$ of the Gumbo Limbo Subdivision (as described herein below and in that certain unrecorded Plat of the entire Gumbo Limbo Subdivision) was recorded in Official Record Book 751, at Page 571, et. seq., of the Public Records of Lee County, Florida, and the original Declaration of Restrictions applicable to the western $\frac{1}{2}$ of the Gumbo Limbo Subdivision (as described herein below and in that certain unrecorded plat of the Gumbo Limbo Subdivision) was recorded in Official Record Book 991, at Page 618, et. seq., of the Public Records of Lee County, Florida.

Thereafter, in 2008 the Declaration of Restrictions for Gumbo Limbo East was revived pursuant to Chapter 720, Florida Statutes and recorded on June 4, 2008 in the Public Records of Lee County, Florida at instrument number 2008000148123 and Declaration of Restrictions for Gumbo Limbo West was revived pursuant to Chapter 720, Florida Statutes and recorded on June 4, 2008 in the Public Records of Lee County, Florida at instrument number 2008000148124.

The foregoing listed Declarations of Restrictions as they have previously each been amended and revived, are hereby further each amended and restated in their entirety and combined together into this single Declaration which encumbers all of the land of the entire Gumbo Limbo Subdivision as shown on the original unrecorded Plat of the Gumbo Limbo Subdivision a copy of which is attached hereto as Exhibit "A" and which land is more particularly described as follows:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ (a/k/a Gumbo Limbo East); all in Section 24, Township 46 South, Range 22 East, Lee County, Florida and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; and the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ (a/k/a Gumbo Limbo West); all in Section 24, Township 46 South, Range 22 East, Sanibel Island, Lee County, Florida.

No additional land is being added by this instrument and no land is being removed by this instrument. This Amended, Restated and Combined Declaration of Restrictions covering the above-described real property, shall constitute a covenant running with the land and this Amended, Restated and Combined Declaration of Restrictions shall be binding upon all present

and future owners of the above described land including but not limited to all of the Lots shown on Exhibit "A".

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height. However, nothing shall prevent the undersigned from dedicating any lot, lots or portions of lots in said subdivision to be used for public roads, alleys, parkways or waterways as it may deem proper.
2. All buildings shall be constructed of new and durable materials and the minimum floor elevation of each building shall be at least plus 6 feet mean sea level. Single family residential areas shall have a minimum of 1000 square feet of floor area exclusive of carports, screened areas, patios and terraces.
3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings on any lot at any time, either temporary or permanent, with the exception that a storage shelter for the storage of garden tools may be allowed after the construction plans and specifications and the plans showing the location of the structure have been approved by the undersigned developer or its assigns. Temporary structures may be erected and maintained by the project owner and developer while the property is being developed until the last of the lots are sold to ultimate users. Each lot shall be developed and maintained to minimize drainage into the roads and adjacent lots. Swales shall be provided adjacent to the roads, and existing swales shall not be removed.
4. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Board of Directors of the Gumbo Limbo Property Owners Association, Inc., or its assigns, devisees or successors, as to quality of workmanship and materials, harmony of external design with the existing structures and location with respect to topography and finished grade elevation. In the event the Board of Directors fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been complied with fully.
5. All future lot purchasers must have all electrical and telephone services led underground from the main transmission line to their residence.
6. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood.
7. No animals, livestock or poultry of any kind shall be raised bred or kept on any lot except a dog or cat or any other household pet may be kept provided that they are not kept, bred or maintained for any commercial purpose.
8. One sign, not exceeding four square feet in area, may be displayed upon any lot for the purpose of advertising the property for sale or rent. No other sign shall be erected or maintained upon any lot without approval of the Board of Directors of the Gumbo Limbo Property Owners Association, Inc.
9. All garbage or trash cans, oil tanks and bottle gas tanks on all residence lots must be underground or placed in a walled in area or landscaped so that they shall not be visible from the adjoining areas. All lawns in front of each residence shall extend to the street. Gravel, black top and paved parking strips, however, shall be allowed subject to the approval of the Gumbo Limbo Property Owners Association, Inc. In the event that the

owner of lot shall fail or refuse to keep the remises free from weeds, underbrush or refuse piles, then the Gumbo Limbo Property Owners Association, its agents, successors and assigns, may enter upon said lot or lots and remove such refuse or mow or cut such weeds or underbrush and charge the owner for services and such entry on the part of the Gumbo Limbo Property Owners Association, Inc., its agents, successors, or assigns, shall not be deemed a trespass.

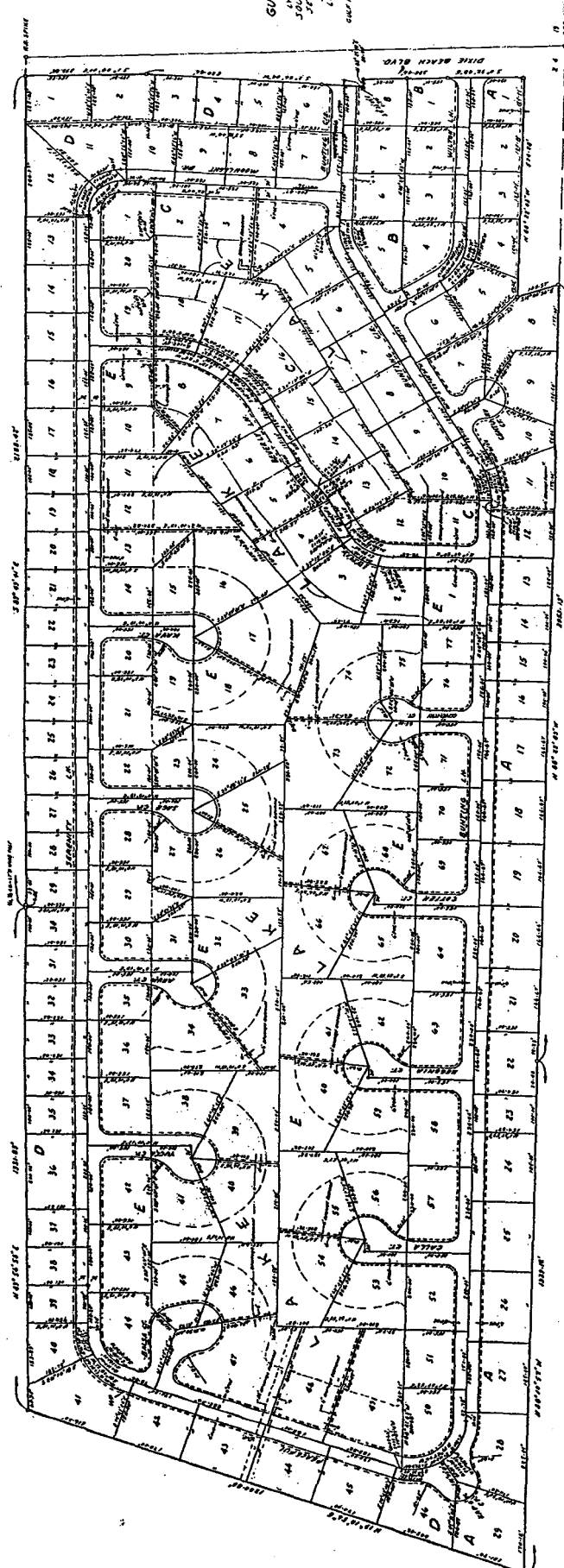
10. No well for the production of or from which there may be produced oil or gas shall be dug or operated upon said premises, nor shall any machinery, appliances or structure ever be placed, operated or maintained thereon in connection with oil or gas production. No lot owner will be permitted to place a pump or suction hose into the lake or lakes for any individual use of lake water except in the use for fire protection. No lot shall be increased in size by filling in the lake water in which it abuts.
11. Excluding pickup type trucks, no trucks, vans, oversized vehicles, house trailers, mobile homes, utility trailers or inoperable vehicles shall be parked in any of the streets or on the premises within the subdivision except for business delivery to and from the premises. Recreational vehicles, boats, boat trailers and campers may be parked at any residence so long as they are screened from view from the roadway.
12. Easements for installation of and maintenance of utilities, drainage facilities are reserved by the undersigned developer, its assigns, devisees or successors. In these easements no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow of drainage canals in the easement or obstruct or retard the flow of water through drainage canals in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
13. No sewage, rubbish, trash, garbage or other waste shall be emptied into any of the lakes on the property.
14. The developer agrees to grade the roads and maintain said roads located on the development in the same condition as when installed until December 1, 1978. The responsibility for maintenance and repairs of said roads or streets after 1978 shall be the responsibility of the Gumbo Limbo Property Owners Association, Inc., and the cost thereof proportionately born by the lot or property owners.
15. Lot Owners will provide each purchaser with a copy of these declaration of restrictions and will require that each purchaser sign a receipt that he has read the restrictions and understands them; the receipt will be kept on file and in the office of the Gumbo Limbo Property Owners Association, Inc., and will be accessible to the Board of County Commissioners of Lee County upon request.
16. Amendments. Except as otherwise provided herein or by law, this Declaration may be amended at anytime by the affirmative vote of at least a two thirds (2/3rds) of the Voting Interests (each Lot subject to this Declaration shall have one Voting Interest) who are present and voting, in person or by proxy at a duly called meeting of the Voting Interests. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Gumbo Limbo Property Owners Association, Inc., with the formalities of a deed. The amendment shall be effective when the certificate and a

copy of the amendment are recorded in the Public Records of Lee County, Florida. A meeting of the Voting Interests shall be noticed and shall be conducted in accordance with the laws of Chapter 720 Florida Statutes pertaining to member meetings. A quorum for such a meeting shall be 30% of the total Voting Interests.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to terminate the covenants.

All terms and covenants contained in this Declaration may be enforced by any Lot Owner or by the Gumbo Limbo Property Owners Association, Inc., and its successors and assigns. Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his or her or its attorney.

Invalidation of any one of these covenants by judgment or court order in no way shall affect any of the other provisions, which shall remain in full force and effect.



GUMBO LIMBO
 LOTS 1-100 OF THE
 SUBDIVISION OF THE
 SUCCESSEES OF THE
 ESTATE OF JAMES M. WELLS
 - SHARPE ISLAND
 LEE COUNTY, FLORIDA
 LEE COUNTY, FLORIDA
 ONLY ISLAND DOCUMENT # 02

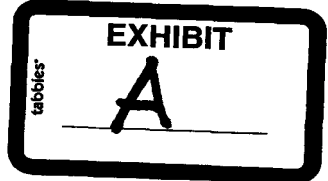
NOTE
 ALL EASEMENTS FOR ROADWAY PURPOSES ARE
 30 FEET EITHER SIDE OF PROPERTY LINE.
 ALL EASEMENTS FOR UTILITY PURPOSES ARE
 10 FEET EITHER SIDE OF PROPERTY LINE.
 ALL EASEMENTS FOR FLOOD CONTROL PURPOSES ARE
 10 FEET EITHER SIDE OF PROPERTY LINE.
 BEARINGS HEREIN-ABOVE MENTIONED ARE FROM
 USING THE EASTERLY LINE OF ADJACENT MENTIONED
 PARCELS UNLESS OTHERWISE SPECIFIED BY THIS
 PLAT. THIS PLAT IS THE FINAL PLAT OF LAND
 MANAGEMENT DATED JUNE 26, 1987.

- NOTES:
1. STREETS AND DRIVEWAYS ARE CONSTRUCTED TO A DEPTH OF 18" M.S.L. EVERY LOT AND STREET SIDING THEREON WERE CONSTRUCTED WITH COMPACTED LIME ROCK BASE WITH 1" ASPHALTIC WEARING SURFACE. STREETS WESTERLY OF BEVELLY LANE WERE CONSTRUCTED WITH 1" ASPHALT BASE WITH 1" ASPHALTIC WEARING SURFACE WITH STREAM DRAINAGE SYSTEM APPROVED BY LEE COUNTY DIV. OF TRANSPORTATION.
 2. LANE 10 (CORNER) WAS SURVEYED UNDER LETTER OF CONSENT ISSUED BY STATE OF FLORIDA DEPT. OF POLITICAL CONTROL, DATED APRIL 14, 1971, AND WAS DEQUATED TO RETURN A STR. MARK.
 3. A NON-EXCLUSIVE ROADWAY AGREEMENT WAS DEDICATED TO ALL PRESENT AND FUTURE PROPERTY OWNERS BY DOCUMENT RECORDED IN O.C. 843 AT PAGE 451 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE AND PLATTED UNDER MY DIRECTION.

Signature: *[Handwritten Signature]*
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 1416
 DATE: DEC. 20, 1976



**ARTICLES OF ASSOCIATION
(BY-LAWS)
GUMBO LIMBO
PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE I

The name of the Association shall be "Gumbo Limbo Property Owners Association, Inc."

ARTICLE II

The principal location of the Association shall be that of its registered agent, or as designated by its Board of Directors, from time to time, as may be deemed necessary.

ARTICLE III

PURPOSES AND POWERS

- 1) To perpetuate and promote the Gumbo Limbo Subdivision in accordance with the Deed Restrictions recorded in Lee County, OR 2390 on pages 680 and so forth; said subdivision described therein.
- 2) To provide a means for the enforcement of and adherence to those deed restrictions.
- 3) To acquire, take and hold, by lease, gift, purchase, grant, devise or bequest any property, whether real or personal, necessary or desirable for obtaining the objectives, and carrying into effect the purposes of the Association.
- 4) To transfer, convey, lease or otherwise dispose of its real or personal property.
- 5) To borrow money, in order to effectuate the purposes of the Association, to issue bonds therefor, and secure the same by mortgages.
- 6) To levy dues and assessments, in order to effectuate the purposes of the Association.
- 7) To provide for the care and maintenance of property owned by the Association or the care and maintenance of other property, for the common good.
- 8) To assist in the conservation and preservation of the environment and natural resources.
- 9) To represent, protect and promote the general welfare of the Association members, as it pertains to their civic and property interests in the Gumbo Limbo Subdivision.
- 10) To provide a means for members of the Association to bring to the attention of the Association, matters affecting the common good, in general, and of the Gumbo Limbo Subdivision.

- 11) To provide a means, together with other interested parties, to present topics of interest at public and/or governmental meetings.
- 12) To exercise any powers necessary or incidental to the accomplishment of the express purposes above enumerated, including the incorporation of the Association.

ARTICLE IV

MEMBERSHIP

- 1) Any person who is the owner of property in the Gumbo Limbo Subdivision located on Sanibel, Lee County, Florida, and more particularly described in The Declaration of Restrictions as set forth in Paragraph 1 of "Purposes" becomes a member of the Association. Upon payment of annual dues and any assessments, as set forth in Paragraph 5 of Article IV, such member shall be in good standing, with full voting rights and other privileges.
- 2) Voting:
 - a) Votes: There shall be one vote for each buildable lot, or for each dwelling house among all the members who shall reside therein; however, only members in good standing shall be entitled to vote.
 - b) Proxies: Any member, entitled to vote, may be represented at any regular or special meeting of the membership by a duly appointed proxy. All proxies shall be written and properly signed, but shall require no other attestation, and shall be filed with the Secretary of the meeting before being voted.
 - c) Voting by mail: Any member, entitled to vote, may cast his ballot at any regular or special meeting by mail. All mail ballots shall be written and properly signed, but shall require no other attestation, and shall be mailed to the Secretary of the meeting.
- 3) Duration of membership: Membership in this Association shall last through the term of the existing Deed Restrictions. Membership shall accrue only by virtue of the ownership of real property within the subdivision and shall terminate upon the transfer of such real property.
- 4) Suspension: Any member who becomes delinquent, as delinquency is defined in Paragraph 5, Subparagraph d, below, shall be suspended from exercising all rights and privileges of membership until such delinquency is cured. Such suspension shall not terminate or act to relieve the obligation to pay dues and/or assessments.
- 5) Dues and Assessments:
 - a) Entrance fee: There shall be no initiation, entrance or admission fee as a condition of membership.
 - b) Dues: The annual dues shall be determined by a vote of the membership. Dues may be varied from year to year, but shall be the same for all members. The amount of annual dues shall be determined at the Annual Membership Meeting and shall be effective for the next succeeding year and shall be effective until altered at an Annual Membership Meeting. Any increase in annual dues shall not exceed ten per cent (10%) of the previous year's dues unless approved by at least (2/3) of the members voting, either in person, by proxy, or by mail.

- c) **Assessments:** Assessments may be voted by the membership at any annual meeting or any special membership meeting called for such purpose in order to carry out the purposes of the Association and promoting and protecting the general welfare of the subdivision.
- d) **Payment Due date for Dues and Assessments:** All dues and assessments in effect at the commencement of the fiscal year are due and payable on March 31st. of that year. If unpaid by that date, the property owners will be deemed delinquent and a penalty of 1% per month will be imposed on all monies due (exclusive of interest) until paid.

Property owners who have a need to extend the payment of their financial obligation to the Association may do so upon agreement by the Board of Directors of a payment schedule. No penalty will be assessed so long as the agreed upon schedule of payments is met.

6) Hearings:

- a) The Board of Directors shall cause a notice, in writing, to be sent to any property owner who is not in compliance with the requirements of the deed restrictions. The notice shall indicate the restrictions being violated, the corrective measures necessary and the time period in which the corrective measures are to be taken. The time period shall be reasonable, in light of the nature of the violation stated. The notice shall also state that the property owner has a right to a hearing before a hearing committee, if requested within fifteen (15) days from the mailing of the notice.
- b) If a hearing is requested, it shall be set at a mutually convenient time and place, but within 30 days of the request. If a hearing is not held within the time specified because of the failure of the property owner to agree to a time and place, the Association may proceed with appropriate action to cause compliance with the deed restrictions.
- c) At the hearing the property owner shall indicate why he believes that no violation of the deed restriction is present. After the property owner explains the circumstances to the committee, the committee, by a 4/5 vote, shall determine if any violation is present. Upon the finding that a violation is present corrective measures shall be completed within the time period specified by the committee.

If the property owner shall fail to comply within the time specified, the Association shall be free to compel compliance by appropriate measures.

- d) The hearing committee shall be comprised of five (5) members, all of whom shall own property within the subdivision. Two (2) members shall be Directors and shall be appointed by the Board of Directors of the Association at its first meeting after each Annual Meeting. Three (3) of the members shall be elected by the membership at the Annual Meeting. The members shall serve for a term of one year.

ARTICLE V

MEETINGS

- 1) **Annual Meeting:** There shall be an Annual Meeting of such Association during the month of February or March each year for the election of the Executive Committee, receiving of reports, and the transaction of other business. The Annual Meeting shall be open to all members. Notice of such meetings shall be mailed to the last recorded address of each member at least thirty (30) days before the time appointed for the meeting. Such notice shall be sent by the Secretary.

- 2) **Quorum:** The members of the Association in attendance at any meeting together with any members voting by proxy or mail ballot shall constitute a quorum.
- 3) **Order of Business:** The order of business at the Annual Meetings shall be as follows:
 - a) Call the meeting to order.
 - b) Reading of Minutes of previous meeting (unless waived by motion).
 - c) Receiving of Communications.
 - d) Reports of Officers.
 - e) Reports of Committees.
 - f) Unfinished Business.
 - g) Election of Executive Committee.
 - h) New Business.
 - I) Adjournment.

The order of business may be altered or suspended at any meeting by a majority of those members voting. The usual parliamentary rules as laid down in Roberts Rules of Order shall govern when not in conflict with these By-Laws.

- 4) **Special meetings:** Special meetings of the Association must be called at any given time by the President on written request of a majority of the Executive Committee, or upon written request of not less than one-third (1/3) of the membership of the Association. Thirty (30) days notice of any such special meeting must be given to each member of the Association and the notice must state the purpose of the meeting.

ARTICLE VI

EXECUTIVE COMMITTEE

1) Number, Election, Term and Eligibility:

- a) **Number, Election and Term:** There shall be an Executive Committee consisting of no fewer than nine (9) and no more than twelve (12) members. At each Annual Meeting, there shall be elected, by majority vote of the members voting, at least three (3) and no more than one-third (1/3) of the Executive Committee, to fill unexpired terms. This term of office shall be three years beginning upon election. This Executive Committee shall be known as the Board of Directors and its members known as Directors.

- b) **Eligibility:** Any member of the Association, in good standing, shall be eligible for election to the Executive Committee, and any such member shall be eligible for re-election.
 - c) The members of the Executive Committee, upon election, shall enter into the performance of their duties and shall continue in office until their successors are duly elected
- 2) **Powers and Duties:** The Board of Directors shall have supervision, control and direction of the affairs of the Association, shall execute the policies and decisions of the membership, shall actively pursue the purposes and objectives of the Association, shall exercise all powers of the Association and do all such lawful acts and things necessary and/or expedient in the control and management thereof, as are not required to be exercised or done by the members, and shall have discretion in the disbursement of funds. The Board of Directors may adopt such rules for the conduct of its business as shall be deemed advisable and may, in the execution of the powers granted, appoint committees, sub-committees or agents to work on specific projects.
 - 3) **Meetings:** The meetings of the Board of Directors shall be held at the principal office of the Association, or at any other place which the President or a majority of the Board of Directors may from time to time, designate. There shall be an Annual Meeting of the Board of Directors held on the day of their election, or as soon thereafter as practicable. Other meetings of the Board shall be held at such times and places as the Board of Directors shall, from time to time, by resolution prescribe. Meetings of the Board of Directors shall be held whenever called by the President, or any four (4) Directors. The Secretary shall give at least ten (10) days notice of any Special meeting to each Director. Such notice shall be in writing.
 - 4) **Quorum:** The majority of the Board of Directors shall constitute a quorum for the transaction of all business at any meeting of the Board of Directors. If less than a quorum is present, the meeting may be adjourned from time to time until a quorum shall be present. All questions coming before the Board shall be determined by a simple majority vote of those present.
 - 5) **Vacancies:** Any vacancy occurring on the Board of Directors shall be filled by election from the general membership by the remaining Directors. Such election shall be for the unexpired term of the Director creating the vacancy.

ARTICLE VII

OFFICERS

- 1) **Election of Officers:** The Board of Directors, immediately after its election, at the Annual Meeting of the Association, shall meet and elect, from its members, a President, Vice-President, Secretary, and Treasurer. The Board may appoint such other officers as the needs of the Association may, from time to time require. All officers shall serve for one year, or until the election and qualification of their successors.
- 2) **President:** The President shall preside at all meetings of the Board of Directors, and act as Chairman at and call to order all meetings of the membership. The President shall perform all duties commonly incident to his office, and shall perform such other duties as may be prescribed by the Board of Directors, and with the advice of the Board of Directors, he shall appoint committees and name the chairmen thereof. He shall represent the Association in all matters with other groups and/or governmental bodies.

- 3) **Vice-President:** The Vice President shall have and exercise all the powers and duties of the President, in case of his absence or inability to act, and shall perform such other duties as may be prescribed by the Board of Directors.
- 4) **Secretary:** The Secretary shall attend all meetings of the Board of Directors and of the membership, and shall record all votes and the minutes of all proceedings in a book, to be kept for that purpose. The Secretary shall give notice of all meetings of the membership and the Board of Directors and shall affix the seal of the corporation, where required, and shall have charge of the seal. The Secretary shall prepare and cause to be filed such reports and statements as may be required by law. The Secretary shall have charge of such other books and records as the Board of Directors shall prescribe.
- 5) **Treasurer:** The Treasurer shall have care and custody of all funds and securities of the corporation, and shall deposit the same in the name of the corporation in such bank as the Board of Directors may designate. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and see that all expenditures are duly authorized. The Treasurer shall make a full report of financial condition at each annual meeting of the membership and perform such other duties as the Board of Directors may from time to time prescribe.

ARTICLE VIII

AMENDMENTS

- 1) **Amendment of By-Laws:** These By-Laws may be amended, repealed, or altered, in whole or in part, by a two-thirds (2/3) vote of the membership voting, either in person, by proxy, or by mail, at any duly organized meeting of the Association, after written notice of the complete text of the proposed change.
- 2) **Amendment of the Articles of Incorporation:** The Articles of Incorporation of the Association may be amended, altered, or rescinded, in whole or in part, by a two-thirds (2/3) vote of the membership voting, either in person, by proxy, or by mail at any annual meeting of the Association, after written notice of the full term of the proposed change.

ARTICLE IX

LIABILITIES

Nothing herein, or in the Articles of Incorporation, shall constitute members of the Association as partners for any purpose. No member, officer, director, agent, or employee shall be liable for the acts or failure to act of any other member, officer, director, agent or employee of the Association. No member, officer, director, agent, or employee shall be liable for his acts or failure to act under these by-laws and/or Articles of Incorporation, excepting only acts of omission arising out of willful misfeasance.

ARTICLE X

FUNDS

- 1) **Finances:** This Association is not intended as a profit-making organization, nor is it founded with the expectation of making a profit. This Association shall use its funds only for objects and purposes as set forth in the Articles of Incorporation and these by-laws,

- 2) **Bonding:** Persons entrusted with the handling of Association funds may be required, at the discretion of the Board of Directors, to furnish, at Association expense, a suitable fidelity bond.
- 3) **Fiscal Year:** The fiscal year of the Association shall be the calendar year and shall commence on January 1st. of each year.

ARTICLE XI

DISSOLUTION

The Association may be dissolved by a two-thirds (2/3) vote of the membership voting, either in person, by proxy, or by mail. Upon a vote in favor of dissolution, the Board of Directors shall take all necessary steps to terminate and dissolve the Corporation, in accordance with the requirements of Florida statutes.