

**Substantial revision of Bylaws.
See current Bylaws for present text.**

**AMENDED AND RESTATED BYLAWS
OF
THE HAMMOCKS MASTER ASSOCIATION, INC.**

WHEREAS, the original Bylaws of The Hammocks Master Association, Inc. were recorded in the Public Records of Charlotte County, Florida at Official Records Book 3069, Page 1572, et seq., and

WHEREAS, the Bylaws were amended by instruments recorded in Official Records Book 3846, Page 747, et seq.; Official Records Book 3894, Page 1795, et seq.; and Official Records Book 4050, Page 936 et seq., all of the Public Records of Charlotte County, Florida, and

WHEREAS, these Amended and Restated Bylaws were proposed and adopted by not less than two-thirds of the entire membership of the Board of Directors at a duly noticed and convened Board meeting, and

WHEREAS, these Amended and Restated Bylaws were approved by not less than seventy-five (75%) percent of the voting interests of the membership participating at a duly noticed and convened membership meeting held on _____, 2020.

NOW THEREFORE, the following are adopted and recorded as the Amended and Restated Bylaws of The Hammocks Master Association, Inc.

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1. Identity. These are the Bylaws of The Hammocks Master Association, Inc. (the “Master Association”), a corporation not for profit incorporated under the laws of the State of Florida,

organized for the purpose of owning and operating Common Areas and administering the Master Declaration for The Hammocks Cape Haze located in Charlotte County, Florida.

- 1.1 Principal Office. The principal office of the Master Association shall be 8660 Amberjack Circle, Englewood, Florida 34224, or at such other place as may be designated by the Board from time to time.
2. Definitions. The terms used herein shall have the same definitions as stated in the Master Declaration for the Hammocks Cape Haze and the Condominium Act (Chapter 718, Florida Statutes) unless the context requires otherwise.
3. Members. The Members of the Master Association shall be the record Owners of fee title to the Units located in the two condominiums subject to the jurisdiction of the Master Association.
 - 3.1 Qualifications. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing the member's legal title to the Unit.
 - 3.2 Voting Interests. The Members of the Master Association are entitled to one (1) vote for each Unit owned by them. The total number of votes ("Voting Interests") is equal to the total number of Units (162). The total number of Voting Interests shall be reduced in the event one or more Voting Interests are suspended by the Board as provided by law, in which event all quorum and voting requirements shall be adjusted accordingly based on the reduced number of Voting Interests until such time as the suspended Voting Interest(s) is reinstated. The vote of a Unit is not divisible.
 - (a) If a Unit is owned by one natural person, that person has the right to cast a vote on behalf of the Unit.
 - (b) If a Unit is owned jointly by two or more persons, any of the record Owners may cast a vote on behalf of the Unit.
 - (c) If a Unit is subject to a life estate, any of the life tenants may cast a vote on behalf of the Unit, or the holder(s) of the remainder interest may cast the vote.
 - (d) If a Unit is owned by a corporation, any officer of the corporation may cast the vote of behalf of the Unit.
 - (e) If a Unit is owned by a partnership, any general partner may cast the vote on behalf of the Unit.
 - (f) If a Unit is owned by a limited liability company, any member or managing member may cast the vote on behalf of the Unit.
 - (g) If a Unit is owned by a trustee(s), the vote for the Unit may be cast by any trustee of the trust, or by any grantor or beneficiary of the trust provided the grantor or beneficiary occupies the Unit.

In a situation where there are two or more persons authorized to cast a vote on behalf of a Unit, it shall be presumed that the person casting the vote has the consent of all such persons. In the event the persons who are authorized to vote on behalf of a Unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted.
 - 3.3 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of a Master Association meeting, such decision may be expressed by any person authorized to cast the vote of such Unit at an Master Association meeting as stated in Section 3.2 above, unless the joinder of all Owners is specifically required.

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

4. Members' Meetings: Voting.

4.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The President or a majority of the Board shall have the authority to place an item on the agenda for the annual or special membership meetings. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the Members.

4.2 Special Meetings. Special Members' meetings may be called by the President or by a majority of the Board of the Master Association and must be called by the Master Association upon receipt of a written request from twenty percent (20%) of the Voting Interests. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

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

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

4.4 Quorum and Attendance. A quorum at Members' meetings shall be obtained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of the Members. References to duly noticed and convened meetings in the Hammocks Documents shall include a requirement that a quorum of the Voting Interests has been obtained.

Attendance at membership meetings is limited to Members, directors, persons holding one or more proxies in accordance with these Bylaws, and persons invited by the Board to attend a meeting, including but not limited to, management personnel, counsel to the Master Association, accountants, engineers and other professionals. A Member may not invite any person to attend a meeting unless permitted by the Board and may not use a general or special power of attorney for purposes of attempting to authorize a non-member to attend a membership, committee or board meeting of the Master

Association.

- 4.5 Voting. Votes may be cast in person, by proxy, or via online voting, if applicable. Any references in the Hammocks Documents to vote requirements based on participating Members shall include votes cast via online voting as may be implemented by the Board in accordance with the Condominium Act.

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 Owners for all purposes, except where otherwise provided by law, or the Hammocks Documents.

- 4.6 Proxies. A proxy may be made by any person entitled to vote but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the unit and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a unit as set forth in Section 3.2 of these Bylaws, or a spouse or domestic partner of an eligible voter. For purposes of these Bylaws, a "domestic partner" which shall mean a person who resides and has a personal relationship with the Owner and is designated by the Owner as such.

Except as specifically otherwise provided in this paragraph, Owners may not vote by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Master Declaration, the Articles of Incorporation, or Bylaws; and for any other matter which the Condominium Act requires or permits a vote of the 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. An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Members may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Member's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

- 4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.

- 4.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

- (a) Call to order by President;
- (b) Collection of director ballots;
- (c) Appointment of inspectors of election and tallying of director ballots;
- (d) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a Member or a director);
- (e) Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the Owners represented in person, or by proxy;

- (f) Confirmation of proper notice of the meeting;
- (g) Reading and disposal of any unapproved minutes;
- (h) Reports of officers;
- (i) Reports of committees;
- (j) Unfinished business;
- (k) New business;
- (l) Announcement of elected directors;
- (m) Adjournment.

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

4.9 Membership Meetings Via Remote Communications. Notwithstanding anything else to the contrary in the Hammocks Documents, the Board may elect to schedule, notice, convene and conduct a membership meeting by means of remote communication as may be generally permitted by law or in the event of a catastrophic event as defined in subsection (g) hereof.

- (a) Notice of the meeting shall be delivered in accordance with Section 4.3 of the Bylaws and include a statement that Member participation shall only be allowed via remote communication. The notice, or attachments included with the notice, shall set forth instructions stating how the Members may participate by means of the remote communication platform.
- (b) The remote communication platform must provide a reasonable method, which may be visual identification of a person on a video platform, to verify that any person asserting a right to participate in the meeting is either an invited guest of the Board, a Member, or a person entitled to cast a vote on behalf of a Unit in accordance with these Bylaws, e. g. a proxyholder.
- (c) Once verified by the Association as a person entitled to cast a vote on behalf of a Unit, authorized persons may participate and be deemed to be present in person and vote at the meeting.
- (d) The remote communication platform must include measures to provide each person with a reasonable opportunity to participate in the meeting, and as to persons entitled to vote on behalf of a Unit, to vote on matters submitted to the Members, including an opportunity to communicate and to read or hear proceedings of the meeting substantially concurrent with the proceeding.
- (e) The minutes of the meeting shall indicate the meeting was conducted by means of remote communication and list the name of each person who participated in the meeting, including but not limited to the names of persons voting on behalf of the Units.
- (f) The Board may adopt additional guidelines for conducting remote meetings and/or authorize the Chair of the meeting to make and implement reasonable measures to allow an orderly meeting consistent with the Governing Documents.

(g) For purposes hereof, a catastrophic event shall mean when an emergency is declared for Florida and/or Charlotte County due to a hurricane, pandemic, or other event, and also in the event of a significant casualty event at the Hammocks Properties, including but not limited to, a fire.

4.10 Minutes of Meeting. Draft minutes for each meeting must be prepared no later than thirty (30) days after the meeting date and shall be considered for approval at the next membership meeting. Until adopted by the Members, the minutes shall be marked "Draft". The minutes of all meetings of the membership shall be kept available for inspection by Members or their authorized representatives at any reasonable time. The Master Association shall retain all minutes as a permanent official record.

4.11 Action without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, provided the Master Association provides a letter or similar communication to each Member via one of the methods set forth in Section 4.3 of these Bylaws that explains the proposed action. The communication shall include a form of consent to permit each Member to consent to the proposed action, and instructions on consent procedures. The Master Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Association within ninety (90) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the Members at a meeting of the Members. Within thirty (30) days after obtaining such authorization by written consent, notice must be given to all Members. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as if present at the meeting.

5. Directors.

5.1 Number and Composition of Directors. The Board shall consist of not less than five (5) nor more than nine (9) directors and shall be fixed at five (5) directors until changed by Board or membership resolution. Given that the Hammocks is composed of two Condominiums (The Hammocks-Villas, a Condominium, and The Hammocks-Preserve, a Condominium) and it is the desire of the Members to have representation on the Board from each of the Condominiums, at least one (1) director shall be a Unit Owner in The Hammocks-Villas, a Condominium and at least one (1) director shall be a Unit Owner in The Hammocks-Preserve, a Condominium. The other directors shall be at-large directors who may be a Unit Owner in either Condominium. Notwithstanding the requirement for representation from each of the Condominiums, in the event there is no eligible candidate from a Condominium to fill a vacancy, the vacancy can be filled for that term by election of any eligible person from the other Condominium. The foregoing statement that requires directors to be Owners shall be interpreted to include a spouse or domestic partner of the Owner as permitted in Section 5.3 hereof.

5.2 Terms of Directors. All directors shall be elected to two-year terms, provided however, that either the Board or the membership shall have the authority to temporarily assign a one-year term to one or more director positions if necessary to reimplement a scheme of staggering the Board, to promote continuity of leadership, so that approximately one-half of the directors are elected each year.

5.3 Qualifications. Every director must be at least 18 years of age and a person that is eligible to cast a vote on behalf of a Unit as set forth in Section 3.2 of these Bylaws, or a spouse,

or domestic partner of an eligible voter, provided however, there may be only one representative per Unit serving on the Board at any time.

5.4 Election of Directors. The following procedures shall apply to director elections:

- (a) Not less than sixty (60) days before a scheduled election, the Master Association shall mail, deliver or electronically transmit to each Member entitled to vote, a first notice of the date of the election. Any eligible person desiring to be a candidate may submit a self-nomination, in writing, not less than forty (40) days prior to the scheduled election.
- (b) The ballot prepared for the annual meeting shall list all director candidates in alphabetical order. Ballots shall be distributed to all Members with notice of the annual meeting and may be returned to the Master Association prior to the meeting, or cast at the meeting, or cast on-line if on-line voting has been established.
- (c) There shall be no nominations from the floor on the date of the election.
- (d) All Members may vote on each director position no matter their Condominium. The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.
- (e) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. The candidates shall automatically be elected and their names announced at the annual meeting.

5.5 Vacancies on the Board.

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

- (a) If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.
- (b) If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled in accordance with the Condominium Act.

For purposes of the foregoing provisions, in order to establish a quorum at the Board of Director's meeting held to elect a replacement director, it shall be necessary only for a majority of the remaining directors to attend the meeting, either in person or by telephone conference or other media that allows all persons attending to hear each other and participate. The authority of the Board to fill a vacancy shall include the right to appoint any eligible person to a vacate position if there is no representative from a Condominium willing to serve to replace the required director(s) from that Condominium. No other business may be transacted at the meeting until a quorum of the entire Board is present.

5.6 Removal of Directors. Any or all directors may be removed with or without cause by a vote of a majority of the Voting Interest, either by a written petition or at any membership meeting called for that purpose. The question shall be determined separately as to each director sought to be removed. If a special meeting is called by ten percent (10%) of the Voting Interests for the purpose of recall, the notice of the meeting must be accompanied

by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.

- 5.7 Organizational Meeting. The organizational meeting of directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors. Notice of the organizational meeting shall be posted at the designated location on the Hammocks Property at least 48 continuous hours in advance of the meeting.
- 5.8 Regular Meetings. Regular meetings of the Board shall be held at the Hammocks Property at such times as shall be determined by a majority of the Board. The President or a majority of the Board shall have the authority to place an item on the agenda for any regular or special board meeting. Except for meetings to discuss personnel matters, or meetings with the Master Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board shall be open to all Members who may participate in accordance with the written policy established by the Board. Notice of such meetings shall be posted at a designated location on the Hammocks Property at least forty-eight (48) continuous hours in advance for the attention of the Members of the Master Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Master Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which regular Assessments are to be considered shall contain a statement that Assessments will be considered and the nature of such Assessments. Written notice of any meeting at which a special Assessment, or at which amendment to rules regarding Unit use, will be considered, shall be provided to the Members via one of the methods set forth in Section 4.3 of these Bylaws and posted at a designated location on the Hammocks Property not less than 14 continuous days prior to the meeting. The notice shall state the nature, estimated cost, and description of each purpose to be funded by the special Assessment. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Master Association.

Attendance at Board meetings is limited to Owners, directors, and persons invited by the Board to attend a meeting, including but not limited to, management personnel, counsel to the Master Association, accountants, engineers and other professionals. An Owner may not invite any person to attend a Board meeting unless permitted by the Board and may not use a general or special power of attorney for purposes of attempting to authorize a non-owner to attend a membership, committee or board meeting of the Master Association. Spouses, domestic partners and adult children of Owners may participate in accordance with the written policy established by the Board.

- 5.9 Special Meetings. Special meetings of the Board may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of one-third (1/3) of the directors. Special meetings of the Board shall be noticed and conducted in the same manner as provided herein for regular meetings. Members representing not less than twenty (20%) percent of the total Voting Interests may petition for an item of business to be discussed at a Board meeting.
- 5.10 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to directors personally or by mail, telephone, email, or by facsimile transmission which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 5.11 Quorum. Except as provided in Section 5.4 hereof, a quorum at Board meetings shall consist of a majority of the entire Board. Directors may participate at meetings via telephone, real-time videoconferencing or similar real-time electronic or video communication. The acts approved by a majority of those directors present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of directors is specifically required by the Hammocks Documents or applicable law. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.
- 5.12 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 5.13 Joinder in Meeting by Approval of Minutes. A director may submit in writing his or her agreement or disagreement with any action taken at a meeting that the director did not attend, but such action may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.
- 5.14 Presiding Officer. The presiding officer at the directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.
- 5.15 Order of Business. If a quorum has been attained, the order of business at directors' meetings shall be:
- (a) Call to order by President;
 - (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a Member or a director);
 - (c) Confirmation of proper notice of the meeting;
 - (d) Calling of the roll and determination of a quorum;
 - (e) Reading and disposal of any unapproved minutes;
 - (f) Report of officers and committees;
 - (g) Election of officers, if necessary;
 - (h) Unfinished business;
 - (i) New business;
 - (j) Schedule next meeting dates
 - (k) Adjournment.

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

- 5.16 Board Meetings Via Remote Communications. Notwithstanding anything else to the contrary in the Hammocks Documents, the Board may elect to schedule, notice,

convene and conduct a Board meeting by means of remote communication as may be generally permitted under the law or in the event of a catastrophic event as defined in subsection (f) hereof.

- (a) Notice of the meeting shall be delivered in accordance with Sections 5.7 and 5.9 of the Bylaws and include a statement that participation shall only be allowed via remote communication. The notice, or attachments included with the notice, shall set forth instructions stating how the directors and Members may participate by means of the remote communication platform.
- (b) The remote communication platform must provide a reasonable method, which may be visual identification of a person on a video platform, to verify that any person asserting a right to participate at the meeting by means of remote communication is a director, a Member, or an invited guest of the Board.
- (c) The remote communication platform must include measures to provide each person with a reasonable opportunity to participate in the meeting, including an opportunity to communicate and to read or hear proceedings of the meeting substantially concurrent with the proceeding. Directors participating at the meeting must also be provided with an opportunity to vote on each agenda item if and when the Chair of the meeting accepts motions on the agenda item.
- (d) The minutes of the meeting shall indicate the meeting was conducted by means of remote communication and list the name of each person who participated in the meeting, including but not limited to the names of the directors and Members.
- (e) The Board may adopt additional guidelines for conducting remote meetings and/or authorize the Chair of the meeting to make and implement reasonable measures to allow an orderly meeting consistent with the Governing Documents.
- (f) For purposes hereof, a catastrophic event shall mean when an emergency is declared for Florida and/or Charlotte County due to a hurricane, pandemic, or other event, and also in the event of a significant casualty event at the Hammocks Properties, including but not limited to, a fire.

5.17 Minutes of Meetings. Draft minutes for each meeting must be prepared no later than thirty (30) days after the meeting date and shall be considered for approval at the next Board meeting. Until adopted by the Board, the minutes shall be marked "Draft". The minutes of all meetings of the Board shall be kept as permanent official records for inspection by Members or their authorized representatives at any reasonable time. Minutes prepared for a closed Board meeting shall be redacted to block out non-accessible information listed in Section 718.111(12), Florida Statutes.

5.18 Executive Committee. The Board may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more directors. Such Executive Committee shall have and may exercise all of the powers of the Board in management of the business and affairs of the Master Association during the period between the meetings of the Board insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Master Association, (b) to determine the Assessments payable by the Owners to meet the Common Expenses of the Master Association, (c) to adopt or amend any rules and regulations governing the details of the operation and use of the Hammocks Property, (d) to fill vacancies on the Board or (e) to borrow money.

5.19 Other Committees. The Board may solicit volunteer members for committees. All committee members must be appointed by the Board and shall serve one year from their

appointment, or until the next annual meeting of the membership, whichever occurs first. The Board may reappoint committee members, on an annual basis, for one or more consecutive terms. The Board may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members. Committee members shall select chairpersons.

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

6. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Hammocks Property and may take all acts, through the proper officers of the Master Association, in executing such powers, except such acts which by law or the Hammocks Documents may not be delegated to the Board by the Owners. Such powers and duties of the Board shall include the following:
- (a) Operating and maintaining the Common Areas.
 - (b) Determining the Common Expenses required for the operation of the Hammocks Property and the Master Association.
 - (c) Collecting the Assessments for Common Expenses from Owners.
 - (d) Employing and dismissing necessary personnel.
 - (e) Adopting and amending rules and regulations concerning the operation and use of the Hammocks Property, subject to the authority of the Members to overrule such rules, as provided in Section 15 of these Bylaws.
 - (f) Maintaining accounts at depositories on behalf of the Master Association and designating the signatories therefor.
 - (g) Purchasing Units at foreclosure or other judicial sales, in the name of the Master Association, or its designee.
 - (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing units leased, by the Master Association, or its designee.
 - (i) Obtaining and reviewing insurance for the Hammocks Property and the Master Association.
 - (j) Making repairs, additions and improvements to, or alterations of, the Hammocks Property, and repairs to and restoration of the Hammocks Property, in accordance with the provisions of the Master Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
 - (k) Enforcing obligations of the Owners, allocating revenues and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Hammocks Property.
 - (l) Levying fines for the failure of the Owner of the Unit, or its occupant, licensee, or invitee to comply with provisions of the Hammocks Documents or the rules and regulations

established by the Master Association. The Board may levy a fine against an Owner, not to exceed the maximum amount permitted by law, for each violation of the Hammocks Documents or the rules and regulations, and a separate fine for each continuing violation, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

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

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the of the Hammocks Documents or the rules and regulations which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Master Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Master Association. The hearing shall be conducted before a panel of three (3) Owners appointed by the Board, none of whom may then be officers, directors, or employees of the Master Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be imposed and the Master Association shall not collect from the Owner any costs, expenses, or attorney fees relating to the attempt to levy a fine. The minutes of the hearing shall contain a statement of the results of the hearing, and the fine, if any, that was imposed.

If the panel, by majority vote, which may be taken by secret ballot, determines to impose the fine levied by the Board, the Owner shall be liable for all attorney fees and costs incurred by the Master Association incident to the levy or collection of the fine. Payment of the fine shall be due five (5) days after the date of the panel meeting at which the fine was imposed. Any partial payments received by the Master Association shall be first applied against attorney fees, then costs, and then the unpaid fines. Any partial payments received by the Master Association shall be first applied against attorney fees, then costs, then the unpaid fines.

- (m) Suspend, for a reasonable period of time, the right of an Owner, or an Owner's tenant, guest, or invitee, to use the common facilities, or any other Master Association property, for failure to comply with the Hammocks Documents or the rules and regulations.

The due process requirements, including the right to a hearing before a hearing panel, as set forth above in subsection 'l' as to fining, shall be applicable to suspensions under this subsection 'm'.

There shall be no suspension of the right to use a limited common element intended to be used only by that Unit, common elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators.

The due process requirements provided herein for suspensions shall not apply to suspensions of voting rights or use rights due to an Owner being more than 90 days

delinquent in paying a monetary obligation to the Master Association, which may be imposed by action at a duly noticed Board meeting. Upon approval, the Master Association shall notify the Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery.

- (o) Borrowing money, pledging regular or special Assessments as collateral, and assigning rights of collection to the lender in the event of a default under the loan, when required in connection with the operation of the Master Association or the maintenance, repair, replacement or improvement of the Common Areas or Master Association property; provided, however, that approval by not less than two-thirds (2/3rds) of the Voting Interests of those Members participating at a duly noticed and convened membership meeting shall be required for the borrowing of any sum in excess of ten percent (10%) of the annual budget of the Master Association, including reserves.
- (p) Contracting for the management and maintenance of the Hammocks Property and authorizing a management agent to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the common elements with such funds as shall be made available by the Master Association for such purposes. The Master Association and its officers shall, however, retain at all times the powers and duties granted by the Hammocks Documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Master Association.

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

- (q) At its discretion, authorizing Owners or other persons to use portions of the Common Areas for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Exercising (i) all powers specifically set forth in the Hammocks Documents and in the Condominium Act, (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.
- (s) Convey a portion of the Common Areas to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

7. Emergency Board Powers.

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

- (a) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

- (b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (c) During any emergency the Board may cancel or postpone membership, committee and Board meetings, or may hold meetings with notice given only to those directors and/or Members with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such Board meeting shall constitute a quorum.
- (d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.
- (e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of the willful misconduct.
- (f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (g) For purposes of this Section only, an “emergency” exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:
 - (1) a state of emergency is declared by governmental authorities;
 - (2) a hurricane warning;
 - (3) a partial or complete evacuation order;
 - (4) federal or state “disaster area” status; or
 - (5) a catastrophic occurrence, whether natural or manmade, which seriously threatens the health or safety of the residents of the Hammocks Property, such as a pandemic or existence of a dangerous virus.

An “emergency” also exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other event. A determination by any two (2) directors, or by the President, that an emergency exists shall have presumptive quality.

8. Officers.

- 8.1 Executive Officers. The executive officers of the Master Association shall be a President, Vice-President, a Treasurer and a Secretary. The President and Vice-President must be directors. All officers shall be elected by the Board and may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one (1) office, except that the President may not also be the Secretary or Treasurer. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board 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 Master Association.
- 8.2 President. The President shall be the chief executive officer of the Master Association, and shall have all of the powers and duties that are usually vested in the office of president of an Master Association.

- 8.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of an Master Association and as may be required by the directors or the President.
- 8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members, shall attend to the giving of all notices to the Members and directors and other notices required by law, and shall keep the records of the Master Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an Master Association and as may be required by the directors or the President.
- 8.5 Treasurer. The Treasurer shall have custody of all property of the Master Association, including funds, securities and evidences of indebtedness, shall keep books of account for the Master Association in accordance with generally accepted accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board 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 Master Association in such depositories as may be designated by a majority of the Board.
- 8.6 Delegation. The Board may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions.
9. Compensation. Neither directors nor officers shall receive compensation for their services as such.
10. 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. The conveyance of all Units owned by any director or officer, or the occurrence of any other event that would make a director or officer ineligible to serve in that capacity, shall constitute a resignation of such director or officer without need for a written resignation. Any officer or director delinquent in the payment of regular Assessments in excess of 90 days shall be deemed to have abandoned office as provided in the Condominium Act.
11. Fiscal Matters. The provisions for fiscal management of the Master Association set forth in the Declarations of Condominium shall be supplemented by the following:
- 11.1 Budget. The Board shall adopt a budget of Common Expense for the Hammocks Property. Copies of the proposed budget, and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted, shall be mailed to or served on the Members not less than fourteen (14) days before that meeting. The proposed budget must be detailed and must show the amounts budgeted by income and expense classifications.
- 11.2 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to operating expenses, the proposed budget must include provisions for funding reserve accounts for capital expenditures and deferred maintenance, as required by law. These accounts shall include roof replacement, building painting, and pavement resurfacing. They shall also include any other planned or foreseeable capital expenditures or deferred maintenance item with a current estimated cost of \$10,000 or more. Funding formulas for reserves shall be based on either a separate analysis of each of the required assets or a

pooled analysis of two or more of the assets. These reserves must be funded unless the Members subsequently determine, by majority vote, to fund no reserves, or less than adequate reserves, for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Members as required in Section 11.1 above, in which case, such waiver shall be retroactive to the beginning of the fiscal year upon which the vote was taken. The funds in a reserve account established under this Section 11.2, and all interest earned on the account, shall be used only for the purposes for which the reserve account is established, unless use for another purpose is approved in advance by a majority of the Voting Interests participating at a duly noticed and convened membership meeting.

- 11.3 Contingency Accounts. In addition to the statutory reserves described in Section 11.2 above, or in place of them if the Members so vote, the Board may establish one or more additional accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special Assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.
- 11.4 Assessments; Installments. Regular equal monthly Assessments based on an adopted budget shall be payable on the first day of each month of each year. Written notice of the monthly installments shall be sent to the Members at least fifteen (15) days prior to the due date, but failure to send (or receive) the notice does not excuse the obligation to pay. If an annual budget has not been adopted at the time the first monthly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last monthly payment, and payments shall be continued at such rate until a budget is adopted and new monthly installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each Unit's next due monthly installment.
- 11.5 Special Assessments. Special Assessments may be imposed by the Board to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments are due on the day specified in the resolution of the Board approving such Assessments. The notice of any Board meeting at which a special Assessment will be considered shall be given as provided in Section 5.7 above; and the notice to the Members that the Assessment has been levied must contain a statement of the purpose(s) of the Assessment. The funds collected must be spent for the stated purpose(s) or returned to the Members as provided by law. The authority of the Board to levy special Assessments under this provision without membership approval shall not be interpreted to eliminate requirements for membership approval that may otherwise be applicable. For example, if a purpose of a special Assessment is to fund a project that materially alters the Common Areas, membership approval of the project will continue to be necessary as may be required in the Master Declaration.
- 11.6 Fidelity Bonds or Insurance. The President, Vice-President, Secretary and Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board. The cost of such bonds or insurance shall be a common expense.
- 11.7 Financial Reports. In accordance with Section 718.111(13) of the Condominium Act, not later than June 1 of each year, the Board shall, as a minimal requirement, distribute to the Members a report showing in reasonable detail the financial condition of the Master Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board must if required by law and not waived by the membership, and may otherwise, in their discretion, engage a CPA and have a more comprehensive analysis accomplished, which shall be distributed to the Members not later than June 1 of each year in lieu of the financial report referenced above. In lieu of the distribution of financial reports as provided herein, the Master Association may distribute

to each Member not later than June 1 of each year a notice that a copy of the financial report will be distributed to the Member, without charge, upon receipt of a written request from the Member.

- 11.8 Fiscal Year. The fiscal year for the Master Association shall begin on the first day of January of each calendar year. The Board may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.
- 11.9 Depository. The depository of the Master Association shall be such bank, banks or other federally insured depository, in the State, as shall be designated from time to time by the directors and in which the monies of the Master Association shall be deposited not to exceed the amount of federal insurance available for any account. Withdrawal or transfers of monies from those accounts shall be made by such person or persons authorized in writing by the Board. Withdrawal and transfer of monies from reserve account(s) shall require affirmative approvals (signatures or electronic equivalent) from no less than two authorized persons. All funds shall be maintained separately in the Master Association's name. Provided, nothing herein shall restrict the Board from making prudent investments consistent with their fiduciary duty, as long as the investments are insured or guaranteed.
12. Roster of Members. Each Member shall file with the Master Association a copy of the deed or other document showing ownership of a Unit in one of the two Condominiums subject to the Master Declaration. The Master Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.
13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Master Association meetings when not in conflict with the Condominium or Corporate Acts, case law, the Hammocks Documents, or rules and regulations adopted from time to time by the Board to regulate the participation of Members at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations, provided however, failure to comply with Roberts' Rules shall not invalidate otherwise valid acts.
14. Amendments. These Bylaws may be amended in the following manner:
 - 14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
 - 14.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board, or by not less than twenty (20%) percent of the Voting Interest of the Master Association.
 - 14.3 Approval. Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved by not less than a majority of the entire membership of the Board and by not less than two-thirds of the Voting Interests participating at a duly noticed and convened membership meeting, provided that notice of any proposed amendment has been given to the Members of the Master Association, and that the notice contains the text of the proposed amendment, or by approval in writing by a majority of the total Voting Interests without a meeting.
 - 14.4 Amendments by Board. The Board, by a two-thirds vote of the entire Board, may effect an amendment to the Bylaws in any of the following circumstances:
 - (a) To bring the Bylaws into compliance with the provisions of subsequently enacted laws, rules or regulations adopted by governmental authority which, in the opinion of

counsel for the Master Association, are reasonably likely to be applicable to the Master Association.

(b) If the Board determines that as a result of new, changing or evolving technology, materials, procedures, devices or standards the Bylaws should be amended to take cognizance of such matters so that the overall intent of the governing documents shall not be frustrated by changing circumstances.

(c) If the Board determines, in the reasonable exercise of its judgment, that there is a scrivener's error or other error or omission that results in an ambiguity, inconsistency or an incomplete provision, or if experience with a particular provision results in an ambiguity with respect to the practical application of such provision.

Provided, however, that no Board adopted amendment to the Bylaws pursuant to this Section shall go into effect until not fewer than sixty (60) days notice of the amendment shall have been given to the Members. If, during the time between the giving of such notice and the proposed effective date stated therein, Members having not less than ten (10%) percent of all Voting Interests request in writing that a meeting of the Members be called, then and in such event, the Board shall call such meeting promptly, the purpose of which meeting shall be to determine whether or not the amendment adopted by the Board shall go into effect. Effectiveness of any amendment shall be suspended until the end of such meeting. At such meeting if a quorum is obtained, a majority of those Voting Interests participating may determine that the amendment adopted by the Board, or any part thereof, shall not be effective. If a quorum is not obtained at such meeting, or if at such meeting there is no majority vote against such amendment, then the amendment shall go into effect at the later of the date specified in the notice, or the conclusion of such meeting. Thirty (30) days after the certificate of any amendment adopted by the Board pursuant hereto is recorded in the Public Records, the authority of the Board to adopt such amendment shall be conclusively presumed, shall be binding upon all Owners.

- 14.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Master 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 Charlotte County.
15. Rules and Regulations. The Board may, from time to time, adopt, amend or add to rules and regulations governing the use of the Common Areas, and the operation of the Master Association. However, any Board-promulgated Rule may be rescinded or amended upon the written action of a majority of the total Voting Interests or by vote of not less than a majority of the total Voting Interests at a duly noticed and convened membership meeting. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board to each Member not less than thirty (30) days prior to the effective date thereof, and shall be valid and enforceable notwithstanding whether recorded in the public records.
16. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
17. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
18. Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Master Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.
19. Social Activities. The Board shall have the authority to expend not more than one half of one percent (.5%) percent of the overall Master Association budget for social activities, including

without limitation, parties held for the benefit of Owners, residents, and employees of the Master Association, get well cards, flowers, and similar social activities, all of which shall be a Common Expense of the Master Association.

The foregoing were adopted as the Amended and Restated Bylaws of the Hammocks Master Association, Inc. on the ____ day of _____, 2020.

The Hammocks Master Association, Inc.

By: _____, **President**