

AMENDED AND RESTATED
BYLAWS
OF
THE HAMMOCKS - PRESERVE CONDOMINIUM ASSOCIATION, INC.

*[Substantial rewording of the Association's Bylaws.
See Bylaws and amendments for present text.]*

1. IDENTIFICATION

1.1 Corporate Documents. These are the Amended and Restated Bylaws of The Hammocks - Preserve Condominium Association, Inc. (the "Preserve Association"), a corporation not for profit incorporated under the laws of the State of Florida. The original Declaration of Condominium for The Hammocks - Preserve, a Condominium, is recorded at Book 3069, Page 1658 et. seq. in the Official Records of Charlotte County.

1.2 Purpose. The Association has been organized under Chapter 617, Florida Statutes (the "Florida Not for Profit Corporation Act") to provide an entity pursuant to Chapter 718, Florida Statutes (the "Condominium Act") for the operation and management of the affairs and property of The Hammocks - Preserve, a Condominium, in accordance with these Bylaws, the Amended and Restated Articles of Incorporation of The Hammocks - Preserve Condominium Association, Inc. Condominiums, Inc. and the Amended and Restated Declaration of Condominium of The Hammocks - Preserve, a Condominium.

1.3 Principal Address. The principal Address of the 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.

1.4 Fiscal Year. The fiscal year of the Association shall be the calendar year.

2. MEMBERSHIP

2.1 Members. The members of the Preserve Association shall be the record owners of fee title to the Units located in the condominium subject to the jurisdiction of the Preserve Association.

2.2 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.

2.3 Voting Interests. The members of the Preserve 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 (134). The total number of Voting Interests shall be reduced in the event one (1) 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.

2.4 Manner of Casting Votes.

- A. If a Unit is owned by one (1) 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 (2) 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 the owner of a Unit is 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 (2) 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.

2.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of a Preserve Association meeting, such decision may be expressed by any person authorized to cast the vote of such Unit at a Preserve Association meeting as stated in Section 2.4 above, unless the joinder of all owners is specifically required.

2.6 Termination of Membership. The termination of membership in the Preserve 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 Preserve Association during the period of membership, nor does it impair any rights or remedies which the Preserve 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.

3. MEMBERSHIP MEETINGS

3.1 Annual Membership Meetings. 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 practicable, no later than twelve (12) 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.

3.2 Special Meetings. Special members' meetings may be called by the President or by a majority of the Board of the Preserve Association, and must be called by the Preserve 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.

3.3 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 Preserve Association 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 Preserve 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 Preserve 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 Preserve 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.

3.4 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 total Voting Interests of the Preserve Association. References to duly noticed and convened meetings in the Preserve Declaration or in these Bylaws (together, the "Preserve Documents") shall include a requirement that a quorum of the Voting Interests has been obtained.

Attendance at membership meetings is limited to members, Board members, persons holding one (1) 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 Preserve 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 Preserve Association.

3.5 Voting. Votes may be cast in person, by proxy, or via online voting, if applicable. Any references in the Preserve 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 Unit Owners for all purposes, except where otherwise provided by law, or the Preserve Documents.

3.6 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 ninety (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 2.4 of these Bylaws, or a spouse or domestic partner of an eligible voter. For purposes of these Bylaws, a "domestic partner" shall mean a person who resides and has a personal relationship with the Unit Owner and is designated by the Unit Owner as such.

Except as specifically otherwise provided in this paragraph, Unit Owners may not vote by general 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 Declaration, the Articles of Incorporation, or By-Laws; and for any other matter which the Florida Condominium Act requires or permits a vote of the Unit Owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. 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. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

An executed telegram or cablegram appearing to have been transmitted by the Unit Owner, or a photographic, photo static, facsimile, electronic or equivalent reproduction of a proxy is a sufficient proxy. Unit Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Unit Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

3.7 **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.

3.8 **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, 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.

3.9 **Membership Meetings Via Remote Communications.** Pursuant to Section 617.0721(3), Florida Statutes, as amended from time to time. In response to a catastrophic event, the COVID-19 pandemic, and any future pandemic and/or national or global situation in which persons would be forced to quarantine and/or be confined in their homes, the Board of Directors, pursuant to Section 617.0721(3), Florida Statutes, has authorized Members and proxy holders who are not physically present at a meeting to be deemed present, participate and vote by remote communication. The corporation has implemented reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a member or proxy holder. Further, the corporation has implemented reasonable measures to provide such members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceeding.

As used herein the term "catastrophic event" shall mean 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 Property, including but not limited to, a fire.

3.10 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 Preserve Association shall retain all minutes as a permanent official record.

3.11 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 Preserve Association provides a letter or similar communication to each owner via one of the methods set forth in Section 3.3 of these Bylaws that explains the proposed action. The communication shall include a form of consent to permit each owner to consent to the proposed action, and instructions on consent procedures. The Preserve 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 members who have not consented in writing. 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.

4. DIRECTORS

4.1 Number and Composition of Directors. The Board shall consist of not less than three (3) nor more than five (5) directors, and shall be fixed at five (5) directors until changed by Board or membership resolution.

4.2 Terms of Directors. All directors shall be elected to two (2) year terms, provided however, the Board shall have the authority to temporarily assign a one (1) 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 Board members are elected each year.

4.3 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 2.4 of these Bylaws, or a spouse, or domestic partner of an eligible voter, provided however, there may be only one (1) representative per Unit serving on the Board at any time.

4.4 Election of Directors. Elections shall be conducted in accordance with Section 718.112, Florida Statutes. At least sixty (60) days before a scheduled election, the Association shall mail, deliver, or electronically transmit, by separate Association mailing or included in another Association mailing, delivery, or transmission, including regularly published newsletters, to each Unit Owner entitled to a vote, a first notice of the date of the election. A Unit Owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice of his or her intent to be a candidate to the Association at least forty (40) days before a scheduled election. Together with the written notice and agenda, the Association shall mail, deliver, or electronically transmit a second notice of the election to all Unit Owners entitled to vote, together with a ballot that lists all candidates. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least thirty-five (35) days before the election, must be included with

the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Elections shall be decided by a plurality of ballots cast. There is no quorum requirement; however, at least twenty (20) percent of the eligible voters must cast a ballot in order to have a valid election. A Unit Owner may not permit any other person to vote his or her ballot, and any ballots improperly cast are invalid. A Unit Owner who violates this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain such assistance. The regular election must occur on the date of the annual meeting. Notwithstanding the foregoing, an election is not required unless more candidates file notices of intent to run or are nominated than vacancies exist.

4.5 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.
- C. For purposes of the foregoing provisions, in order to establish a quorum at the Board of Directors meeting held to elect a replacement member to the Board, 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. No other business may be transacted at the meeting until a quorum of the entire Board is present.

4.6 Removal of Directors. Any or all directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any 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.

4.7 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 Preserve Association Property at least 48 continuous hours in advance of the meeting.

4.8 Regular Meetings. Regular meetings of the Board shall be held at the Preserve Association 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 Preserve 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 Unit Owners 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 Preserve Association Property at least forty-eight (48) continuous hours in advance for the attention of the members of

the Preserve 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 Preserve 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 3.3 of these Bylaws and posted at a designated location on the Preserve Association 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 Preserve Association.

Attendance at Board meetings is limited to Unit Owners, Board members, and persons invited by the Board to attend a meeting, including but not limited to, management personnel, counsel to the Preserve Association, accountants, engineers and other professionals. A Unit 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-unit owner to attend a membership, committee or Board meeting of the Preserve Association. Spouses, domestic partners and adult children of Unit Owners may participate in accordance with the written policy established by the Board.

4.9 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 percent (20%) of the total voting interests may petition for an item of business to be discussed at a Board meeting.

4.10 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to Board members 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.

4.11 Quorum. 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 Preserve 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.

4.12 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.

4.13 Director Absent from Meeting.. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member 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.

4.14 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.

4.15 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.

4.16 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.

4.17 Executive Committee. The Board may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board. Such Executive Committee shall have and may exercise all of the powers of the Board in management of the business and affairs of the Condominium 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 Preserve Association, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Preserve Association, (c) to adopt or amend any rules and regulations governing the details of the operation and use of the Preserve Association Property, (d) to fill vacancies on the Board or (e) to borrow money.

4.18 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 Preserve Association budget, 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 owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the Unit Owners is inapplicable to meetings held to discuss personnel matters and meetings between a committee and the Preserve Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

4.19 **Board Meetings Via Remote Communications.** Pursuant to Section 617.0721(3), Florida Statutes, as amended from time to time. In response to a catastrophic event, the COVID-19 pandemic, and any future pandemic and/or national or global situation in which persons would be forced to quarantine and/or be confined in their homes, the Board of Directors, pursuant to Section 617.0721(3), Florida Statutes, has authorized Members who are not physically present to participate via remote communication. The corporation has implemented reasonable means to verify that each person deemed present is a member. Further, the corporation has implemented reasonable measures to provide such members with a reasonable opportunity to participate including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceeding.

As used herein the term "catastrophic event" shall mean 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. OFFICERS

5.1 **Executive Officers.** The executive officers of the Preserve Association shall be a President, Vice-President, a Treasurer and a Secretary. All officers shall be members of the Association. 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 (1) 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 Preserve Association.

5.2 **President.** The President shall be the chief executive officer of the Preserve Association, and shall have all of the powers and duties that are usually vested in the office of president of a Preserve Association.

5.3 **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 a Condominium Association and as may be required by the directors or the President.

5.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the directors 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 Preserve Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of a Preserve Association and as may be required by the directors or the President.

5.5 **Treasurer.** The Treasurer shall have custody of all property of the Preserve Association, including funds, securities and evidences of indebtedness, shall keep books of account for the Preserve 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 Preserve Association in such depositories as may be designated by a majority of the Board.

5.6 **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.

5.7 Compensation. Neither directors nor officers shall receive compensation for their services as such.

5.8 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.

6. FISCAL MATTERS

6.1 Contracts. The Board of Directors may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

6.2 Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Board may authorize the pledge and assignment of any regular or Special Assessment(s) and the lien rights of the Association as security for the repayment of such loan(s), but may not pledge reserves without the prior approval of a majority of the total Voting Interests of the Association at a duly-noticed membership meeting.

6.3 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors.

6.4 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select. All deposits must be insured by the FDIC, FSLIC or comparable government insurance. Alternatively, the Association may deposit funds with brokerage houses or institutions which are members of the Financial Industry Regulatory Authority and insured by SIPC or equivalent industry insurance. Alternatively, Reserve Funds may be invested in Certificates of Deposit issued by financial institutions listed on domestic securities exchanges. The principal of Association funds, whether reserves or operating funds, should not be placed at speculative risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Board of Directors.

6.5 Financial Reporting. Within ninety (90) days after the end of a fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year, which includes a summary of the reserves and information as to whether they are being fully funded and if not a statement of the Assessments which would be needed to bring them up to full funding. Within twenty-one (21) days after the financial report is completed by the Association or received by the Association from a third party, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand-deliver to each member, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand-delivered to the member, without charge, upon receipt of a written request from the member. Financial statements, whether it is a report of cash receipts and expenditures, a compiled financial statement, a reviewed financial statement or an audited financial statement, shall be based on the Association's total annual revenues as provided in Section 718.111(13), Florida Statutes. The Board of Directors may elect to provide a greater level of financial review than required by the Condominium Act. As provided in Section 718.111(13)(c), Florida Statutes, the members may vote to reduce the level of financial reporting prepared.

6.6 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding of Directors and Officers, Crime and Umbrella Insurance coverage in the minimum principal sum set forth in Section 718.112(2)(j), Florida Statutes, for each person, whether or not a Director, who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

6.7 Employee Compensation. The Board of Directors shall determine the compensation to be paid to employees of the Association. No compensation shall be paid to Directors or Officers, but they may be reimbursed for reasonable expenses paid by them for the benefit of the Association.

6.8 Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

6.9 Commingling of Funds. All Association funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, no agent, employee, Officer, or Director of the Association shall commingle any Association funds with his or her funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes. Special Assessments shall be accounted for as Commingled Reserve Funds.

6.10 Suspension of Use Rights. In the event that a Unit Owner is delinquent for more than ninety (90) days in paying a fine, fee or other monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the rights of the Unit Owner and such Unit Owner's occupant, licensee, Tenant, Guest or Invitee to use the Common Elements, common facilities or any other Association Property. The suspensions permitted pursuant to Section 6.10 herein apply to a Unit Owner and, when appropriate, any Tenant, guest, or Invitee, even if the delinquency or failure or refusal that resulted in the suspension arose from less than all of the multiple Units owned by the Unit Owner.

6.11 Suspension of Voting Rights. In the event that a Unit Owner is delinquent for more than ninety (90) days in paying a fine, fee or other monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the voting rights of such Unit Owner. Such a suspension ends upon full payment of all monetary obligations currently due or overdue the Association.

7. BUDGET AND ASSESSMENTS

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

7.1 Annual Budget. A proposed annual budget of Common Expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for the operation, maintenance, and administration of the Condominium and the Association. If the annual budget is not adopted as required herein, the previous year's annual budget shall automatically be implemented until a new budget is approved. The annual budget shall include reserve components in accordance with Section 718.112(2)(f)2., Florida Statutes, for roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and any other item that has a deferred maintenance expense or replacement cost that exceeds \$10,000.00. The Association is authorized to pool reserve fund components. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by the vote of a majority of the total Voting Interests of the Association at a duly called membership meeting. The annual budget may contain a reasonable allowance for

contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the meeting of the Board of Directors at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each Member as provided in these Bylaws.

7.2 Transmittal of Proposed Budget. A copy of the proposed annual budget shall be mailed, e-mailed or hand-delivered to the Unit Owners not less than fourteen (14) days prior to any meeting at which the budget will be considered or adopted together with a notice and agenda of such meeting.

7.3 Assessments. The annual shares of the Unit Owners of the Common Expenses shall be made payable in installments due monthly or quarterly in advance and shall become due on the first day of each month or quarter in advance, as the Board of Directors shall determine. The Board of Directors shall have the right to accelerate Assessments through the end of the applicable calendar year of a Unit Owner delinquent in the payment of Assessments for more than ninety (90) days. Any such accelerated Assessments shall be due and payable on the date a claim of lien is recorded.

7.4 Special Assessments. The Board of Directors may levy a Special Assessments as it deems necessary. Notice of the meeting of the Board of Directors at which any Special Assessments shall be considered shall be posted and transmitted to each Unit Owner, except in the event of an emergency. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board of Directors, either be returned to the Unit Owners or applied as a credit towards future Assessments or transferred to reserves.

7.5 Common Surplus. At the end of the Association's fiscal year, any common surplus remaining in the operating component of the annual budget shall be either rolled over to the next fiscal year by vote of the Board of Directors or returned to the Unit Owners in accordance with the respective Unit's share of the surplus as set forth in the Declarations and, likewise, in the event of a cumulative deficiency, the same shall be immediately assessed against the various Units by the Board of Directors and be payable by the various Units within thirty (30) days after notice of Assessment.

7.6 Assessment Roll. The Assessments for Common Expenses and charges shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Unit Owners, or their authorized representative. Such roll shall indicate for each Unit the name and address of the Unit Owner and the Assessments and charges paid and unpaid.

7.7 Extraordinary Assessments. If the Association shall be required to perform any maintenance, repairs or replacement work on any Unit for which an individual Owner or Owners are financially responsible hereunder, the Association may proceed to make an extraordinary Assessment against such Unit and the Unit Owner(s) thereof for the cost of the work performed to recover the actual amounts expended by the Association in making or causing to be made such repair, maintenance or replacement work plus, in the event such work was attributable to any of the acts specified within the Declaration, an amount, to be determined by the Board of Directors not to exceed twenty-five percent (25%) of the total amount thereof to cover overhead and administrative costs of the Association. The Board of Directors may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board of Directors, may constitute a lien against the Condominium Property. When less than all of the Unit Owners are responsible for the existence of any such lien, the Unit Owner(s) responsible shall be jointly and severally liable for any payment necessary to discharge the same and for all costs and expenses, including reasonable attorneys' fees, incurred by reason of such lien and the Association may impose an extraordinary Assessment. The Association may also make an extraordinary Assessment against a Unit Owner and their Unit to recover any amount paid by the Association for which an extraordinary Assessment may be levied as provided within the Declaration or these Bylaws.

7.8 Liability for Assessments and Charges. A Unit Owner shall be liable for all Assessments and charges coming due while the Owner of a Unit, and such Owner and Owner's grantees or successors after a voluntary conveyance or other

acquisition of title shall be jointly and severally liable for all unpaid Assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of the Common Elements or Association Property or by abandonment of the Unit for which the Assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure or deed-in-lieu of foreclosure, such first mortgagee and its successors and assigns shall only be liable for such Unit's Assessments, charges, or share of the Common Expenses which became due prior to acquisition of title as provided in Section 718.116, Florida Statutes, as subsequently amended from time to time.

7.9 Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, interest, late fees, and reasonable attorney's fees incident to collection, including appeals, shall be secured by a continuing lien upon the Unit. The lien shall relate back to and be effective from the recording of the Original Declaration.

7.10 Lien for Charges. Unpaid charges due to the Association together with costs, interest, late fees, and reasonable attorney's fees incident to collection shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

7.11 Collection — Interest; Administrative Late Fee; Application of Payments. All Assessments or charges paid on or before ten (10) calendar days after the date due shall not bear interest, but all sums not paid on or before ten (10) calendar days after the date due shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest, the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of an Assessment for which payment is late, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or charges which are accrued, but not yet due, in the manner provided by law. Payments received are first applied to accrued interest, then to any late fee, then to any costs and collection expenses, then to any reasonable attorney's fees incident to collection, and then to the principal Assessment itself first in time. Except as otherwise provided in the Condominium Act, no lien may be filed by the Association against a Unit until thirty (30) days after the date on which a notice of intent to file a lien has been transmitted to the Unit Owner pursuant to Section 718.121(4), Florida Statutes.

7.12 Collection — Suit. The Association, at its option, may enforce collection of delinquent Assessments or charges by suit at law, by foreclosure of the lien securing the Assessments or charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association must deliver or mail by certified mail to the Unit Owner a written notice of its intention to foreclose the lien as provided by law.

7.13 Accounts. All sums collected from Assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective Assessments or charges are made.

8. ROSTER OF MEMBERS.

Each Member shall file with the Preserve Association a copy of the deed or other document showing ownership of a Unit in the Condominium subject to the Preserve Declaration. The Preserve 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 Unit 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.

9. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Preserve Association meetings when not in conflict with the Condominium or Corporate Acts, case law, the Preserve Documents, or rules and regulations adopted from time to time by the Board to regulate the participation of Unit Owners 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.

10. AMENDMENTS

These Bylaws may be amended in the following manner:

10.1 Proposal. An amendment to the Bylaws may be proposed by the Board of Directors or by not less than a majority of the total Voting Interests of the Association. Upon an amendment to these Bylaws being proposed, such proposed amendment shall be transmitted to the President, or other Officer of the Association in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than fourteen (14) days nor later than sixty (60) days from the receipt of the proposed amendment and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the manner provided for in the Bylaws.

10.2 Notice. Notice of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is considered and such notice shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be indicated by strike-through. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and strike-through as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw ____ for present text."

10.3 Adoption. Approval of an amendment must be by the affirmative vote of not less two thirds (2/3rds) of the Voting Interests present (in person or by proxy) at a membership meeting where a quorum is present.

10.4 Errors. Non-material errors and omissions in any amendment to the Bylaws or in the amendment process shall not invalidate an otherwise properly promulgated amendment.

10.5 Execution and Recording. A copy of each amendment shall be attached to a certificate, certifying that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall recite the Official Records Book and Page of the Original Declaration and shall be executed by the appropriate Officers of the Association, with the formalities of a deed.

10.6 Automatic Amendment. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declarations or the Articles of Incorporation. Whenever the Condominium Act or the Florida Not for Profit Corporation Act, or other applicable statutes or administrative Regulations are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board of Directors may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Unit Owners, may adopt by majority vote after notification to the membership, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to the Condominium Act or the Florida Not for Profit Corporation Act, or such other statutes or administrative Regulations as required for the operation of the Association, all as amended from time to time.

10.7 Proviso. Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase a Unit Owner's share of the Common Expenses, unless the record Owner

of the Unit concerned and all record owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

10.8 **Effective Date.** An amendment, when adopted, shall become effective when the certificate above and a copy of the amendment is recorded in the Public Records of Charlotte County, Florida.

11. RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt, amend, add, or rescind rules and regulations governing the use of the Units, Common Elements, and the operation and administration of the Preserve Association. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board to each Unit Owner 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.

12. ENFORCEMENT AND FINES

12.1 **Authority.** In addition to other remedies provided to the Association for enforcement of the Declaration, the Articles of Incorporation, these Bylaws or the Rules and Regulations, the Association may levy reasonable fines for the failure of the Unit Owner, Tenant or occupant, Licensee or Invitee, to comply with any provision of the Declaration, the Bylaws, or the reasonable Rules and Regulations of the Association.

12.2 **Amount.** Each fine shall be in an amount determined in each instance as provided herein not to exceed the amount of One Hundred Dollars (\$100.00) provided that a fine for a continuing violation may be in an amount up to One Hundred Dollars (\$100.00) for each day thereof not to exceed the total aggregate amount of One Thousand Dollars (\$1,000.00).

12.3 **Notice.** A fine levied by the Board of Directors may not be imposed unless the Board first provides at least fourteen (14) days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other Unit Owners who are not Officers, Directors, or employees of the Association, or the spouse, domestic partner, parent, child, brother, or sister of an Officer, Director, or employee. The role of the committee of other Unit Owners is limited to determining whether to confirm or reject the fine levied by the Board of Directors. If the committee does not confirm the fine, the fine may not be imposed.

12.4 **Hearing.** In the event a hearing is timely requested and therefore held, the committee shall consider all evidence and testimony presented at the hearing prior to the determination whether to confirm or reject the fine levied by the Board of Directors. After a fine is levied by the Board of Directors and confirmed by the committee, the Association shall provide a written demand for payment to the Unit Owner and violator.

12.5 **Failure to Pay.** The Owner of the Unit shall be jointly and severally liable for the payment of a fine levied against the Owner's Tenant, resident invitee, occupant, licensee, guest or visitor or any other person using the Unit or Common Elements with the permission of the Unit Owner. If not paid within thirty (30) days, a fine shall accrue interest at the highest rate allowed by law (currently 18%) and shall be subject to a late payment fee of \$25. The Association may also elect to post and maintain an unpaid fine on the Owner's account for a period not to exceed ten (10) years. The Owner shall be liable for all attorney's fees and costs incurred by the Association incident to the levy or collection of a fine, including but not limited to attendance by the Association's attorney at the hearing and the filing and prosecution of a lawsuit. A fine may not become a lien on a Unit unless otherwise provided for in the Condominium Act.

12.6 **Other Remedies.** Nothing herein shall be construed as a prohibition of or a limitation on the right of the Association's Board of Directors to pursue other means to enforce its Condominium Documents or the Association's Rules,

including but not limited to arbitration, a legal action for damages or injunctive relief. In the event such other enforcement methods are pursued, the Association shall not be required to comply with the procedures and provisions of this Section 11.

12.7 Suspension for Noncompliance. The Association may also suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's Tenant, Guest, Occupant or Invitee, to use the Common Elements, Common Facilities, or any other Association Property for failure to comply with any provision of the Declarations, the Bylaws, or Rules and Regulations. Any suspension imposed hereunder does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, Utility Services provided to the Unit or parking spaces. A suspension for noncompliance may not be imposed without at least fourteen (14) days' notice to the person sought to be suspended and an opportunity for a hearing before a committee.

12.8 Suspensions for Delinquency. If a Unit Owner is more than ninety (90) days delinquent in paying a fee, fine, or other monetary obligation due to the Association, the Association may suspend the right of the Unit Owner or the Unit's Occupant, Tenant, Licensee, or Invitee to use Common Elements and facilities or any other Association Property until the fee, fine, or other monetary obligation is paid in full. Such suspension shall not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, Utility Services provided to the Unit and parking spaces. The Association may also suspend the voting rights of a Unit or Unit Owner due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Unit or Unit Owner which has been suspended by the Association shall be subtracted from the total number of Voting Interests in the Association, which shall be reduced by the number of suspended Voting Interests when calculating the total percentage or number of all Voting Interests available to take or approve any action, and the suspended Voting Interests shall not be considered for any purpose, including, but not limited to, the percentage or number of Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests required to conduct an election, or the percentage or number of Voting Interests required to approve an action under the Condominium Act, the Declaration, the Articles of Incorporation, or the Bylaws. All suspensions imposed pursuant to this Article shall be approved at a properly noticed meeting of the Board of Directors but do not require notice or an opportunity for hearing.

12.9 Failure to Pay. The Owner of the Unit shall be jointly and severally liable for the payment of a fine levied against the Owner's Tenant, an Invitee, an occupant, a Licensee, a Guest or visitor or any other person using the Unit or Common Elements with the permission of the Unit Owner. If not paid within five (5) days after the committee meeting, a fine shall accrue interest at the highest rate allowed by law until fully paid and shall be subject to a single administrative late fee in the amount of \$25. The Association may also elect to post and maintain an unpaid fine on the Owner's account for a period not to exceed ten (10) years. The Unit Owner shall be liable for all attorney's fees and costs incurred by the Association incident to the levy or collection of a fine, including, but not limited to, attendance by the Association's attorney at the hearing and the filing and prosecution of a proceeding or action. A fine may not become a lien on a Unit unless otherwise provided for in the Condominium Act.

12.10 Other Remedies. Nothing herein shall be construed as a prohibition of, or a limitation on, the right of the Board of Directors to pursue other means to enforce its Condominium Documents, including, but not limited to, arbitration, or an action for damages or injunctive relief. In the event such other enforcement methods are pursued, the Association shall not be required to comply with the procedures and provisions of these Bylaws.

13. DISPUTE RESOLUTION

13.1 Mandatory Arbitration. All unresolved "disputes" between the Association and any Unit Owner, as defined in Section 718.1255(1), Florida Statutes, must be arbitrated in mandatory non-binding arbitration proceedings prior to commencing litigation if the Condominium Act requires such arbitration.

13.2 Unit Owner Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board of Directors shall respond in writing to the Unit Owner within thirty (30) days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board of Directors shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent different Rules and Regulations adopted by the Board of Directors, the Board of Directors is only obligated to respond to one (1) inquiry per month pertinent to any particular Unit. In the event of a grievance of a Unit Owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given the Board of Directors prior to the institution of litigation, including but not limited to arbitration and the parties shall be allowed a period of thirty (30) days in which to resolve the grievance.

13.3 Other Remedies. Nothing herein shall preclude the Association from pursuing any other remedy for the violation of the Condominium Documents or disputes with a Unit Owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

14. MISCELLANEOUS

The following miscellaneous provisions shall apply to these Bylaws:

14.1 Conflicts. In the event of a conflict between the language in the Declaration and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between the language in any of the other Condominium Documents, the following priorities shall control in descending order: (i) the Declaration; (ii) the Articles of Incorporation; (iii) the Bylaws; and (iv) the Rules and Regulations.

14.2 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

14.3 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of the Declaration, the Articles of Incorporation, Bylaws or Rules shall not affect the remaining portions hereof.

14.4 Definitions. All terms used in these Bylaws have the same meaning, to the extent applicable, as set forth in the Declaration and the Condominium Act. If a term is not defined herein or in the Declaration or Condominium Act or is deemed ambiguous, the Board of Directors may define the term in its reasonable discretion. The Board of Directors may refer to the Florida Building Code (latest edition), the common or historical use of the term in the Condominiums or refer to a common dictionary when defining a term. The Board of Director's definition shall be binding on all parties unless wholly unreasonable and arbitrary.

14.5 Headings. The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

14.6 Construction. The Condominium Documents shall be liberally construed to give effect to their purpose of creating a plan for a quality single family residential community. Section and subsection headings have been inserted for convenience only and shall not be considered in interpretation or construction of the document. The Condominium Documents shall be construed under the laws of Florida, and shall not be construed more strongly against any party.

14.7 References. References herein to the Declaration, the Articles of Incorporation, the Condominium Act or the Florida Not for Profit Corporation Act shall be deemed to include future amendments thereto or renumbering, from time to time.



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad St. Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)
SUNCOM 572-6200

Lecanto Service Office
3600 West Sovereign Path
Suite 226
Lecanto, Florida 34461-8070
(352) 527-8131
SUNCOM 667-3271

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)
SUNCOM 531-8900

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)
SUNCOM 578-2070

September 16, 2004

- Watson L. Haynes II**
Chair, Pinellas
- Heldi B. McCree**
Vice Chair, Hillsborough
- Judith C. Whitehead**
Secretary, Hernando
- Talmadge G. "Jerry" Rice**
Treasurer, Pasco
- Edward W. Chanoe**
Manatee
- Thomas G. Dabney**
Sarasota
- Maggie N. Dominguez**
Hillsborough
- Ronnie E. Duncan**
Pinellas
- Ronald C. Johnson**
Polk
- Janet D. Kovach**
Hillsborough
- Patsy C. Symons**
DeSoto

- David L. Moore**
Executive Director
- Gene A. Heath**
Assistant Executive Director
- William S. Blenky**
General Counsel

Mr. Randolph S. Merrill, Manager
Mangrove Pointe on Lemon Creek, LLC
c/o Boykin Barnett Companies
1408 North Westshore Boulevard, Suite 116
Tampa, FL 33607

FILE OF RECORD
PERMIT NO.

Subject: Final Agency Action Transmittal Letter
ERP General Construction
~~Permit No. 44027044-000~~
Project Name: Mangrove Pointe on Lemon Creek
County: Charlotte
Sec/Twp/Rge: 27,28/41S/20E

Dear Mr. Merrill:

This letter constitutes notice of Final Agency Action for approval of the permit referenced above. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statute (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 28-106, F.A.C.* Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a "Noticing Packet" that provides information regarding the District Rule 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.



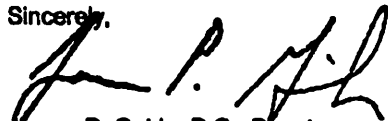
Permit No.: 44027044.000

Page 2

September 16, 2004

If you have questions concerning the permit, please contact Daryl R. Flatt, P.E., at the Sarasota Service Office, extension 6508.

Sincerely,



James P. Guida, P.G., Director
Sarasota Regulation Department

JPG:DRF:bxm

Enclosures: Approved Permit w/Conditions Attached
Approved Construction Drawings
Statement of Completion
Notice of Authorization to Commence Construction
Noticing Packet (42.00-039)
Sections 28-106.201 and 28-106.301, F.A.C.

cc/enc: File of Record 44027044.000

Joseph S. Menen, P.E., Charlotte Engineering & Surveying, Inc.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
GENERAL CONSTRUCTION
PERMIT NO. 44027044.000

Expiration Date: September 16, 2009 PERMIT ISSUE DATE: September 16, 2004

This permit is issued under the provisions of Chapter 373, Florida Statutes (F.S.), and the Rules contained in Chapters 40D-4 and 40, Florida Administrative Code (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Mangrove Pointe on Lemon Creek
GRANTED TO: Mangrove Pointe on Lemon Creek, LLC
c/o Boykin Barnett Companies, 1408 North Westshore Boulevard, Suite 116
Tampa, FL 33607

ABSTRACT: This permit authorizes the construction of a surface water management system designed to serve a condominium project in Charlotte County. Construction includes 182 units in 22 buildings, parking, access drives, amenities, and three interconnected ponds to treat and attenuate runoff prior to discharge off site to Lemon Creek and the County Road 775 right -of-way. One pond (Lemon Lake) is a wet pond and provides water quality treatment via Conservation Wet Detention and attenuation. Ponds 2 and 3 are dry ponds and provide attenuation only. There is no fresh water floodplain in the project area. There are no wetlands or other surface waters, as defined by Chapter 62-340, F.A.C., located within the project area. No wetland impacts are authorized to the Lemon Creek wetland, adjacent to the project area. Additionally, any proposal for future paths, boardwalks, or walkways through the wetland will require a formal modification of this permit.

OP. & MAINT. ENTITY: Mangrove Pointe on Lemon Creek Homeowners Association
COUNTY: Charlotte
SEC/TWP/RGE: 27,28/41S/20E
TOTAL ACRES OWNED OR UNDER CONTROL: 28.70
PROJECT SIZE: 20.13 Acres
LAND USE: Multi-family Residential
DATE APPLICATION FILED: May 3, 2004
AMENDED DATE: N/A



I. Water Quantity/Quality

POND NO.	AREA ACRES @ TOP OF BANK	TREATMENT TYPE
Lemon Lake	2.44	Wet Detention
Pond 1	0.17	N/A
Pond 2	0.30	N/A
TOTAL	2.91	

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Comments: There is no freshwater floodplain within the project area.

III. Environmental Considerations

There are no wetlands or other surface waters, as defined by Chapter 62-340, F.A.C., located within the project area. No wetland impacts are authorized to the Lemon Creek wetland, adjacent to the project area. Additionally, any proposal for future paths, boardwalks, or walkways through the wetland will require a formal modification of this permit.

Watershed Name: South Coastal Drainage

A regulatory conservation easement is not required.

A proprietary conservation easement is not required.

SPECIFIC CONDITIONS

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

Sarasota Regulation Department
Southwest Florida Water Management District
6750 Fruitville Road
Sarasota, FL 34240-9711

The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.
3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.

4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Sarasota Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1.659, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Sarasota Regulation Department Service Office:
 - a. homeowners, property owners, master association or condominium association articles of incorporation, and
 - b. declaration of protective covenants, deed restrictions or declaration of condominium.

The Permittee shall submit these documents either: (1) within 180 days after beginning construction or with the Statement of Completion and as-built construction plans if construction is completed prior to 180 days, or (2) prior to any lot or unit sales within the project served by the surface water management system, whichever occurs first.

7. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.
8. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Surface Water Regulation Manager, Sarasota Service Office.
9. The as-built drawings and Statement of Completion shall include the landscaping surrounding the surface water management systems comprising the "equivalent protection" to a 6-foot high chain link fence, as shown on the approved construction plans.
10. Upon issuance of the Operations Permit, the Permittee shall perform assessment reports of the landscaping surrounding the two surface water management lakes. The assessments shall include, at a minimum, the landscaping which comprises the "equivalent protection" to a 6-foot high chain link fence, as shown on the approved plans for Mangrove Pointe on Lemon Creek. The assessment reports shall occur at six (6) month intervals, during the first two (2) years, and annually for three (3) years. Thereafter, the assessment reports shall be submitted biannually and as part of the inspection reports, as required by Specific Condition No. 7 above. These reports shall be submitted to a Professional Engineer, registered in the State of Florida, for evaluation against the approved construction drawings for Mangrove Pointe on Lemon Creek. Within 30 days of receipt of the assessments, the Professional Engineer shall provide the District with a signed and sealed report, certifying (s)he has reviewed the report and the landscaping is consistent with the approved construction drawings. If the Professional Engineer can not certify that the landscaping is consistent with the approved construction drawings, the Permittee shall immediately address the deficiency. Upon completion of correcting the landscape deficiency, the Professional Engineer shall certify to the District that the project requirements have been satisfied. The landscape replacement shall be in accordance with the material size identified on the approved plans.

Permit No.: 44027044.000

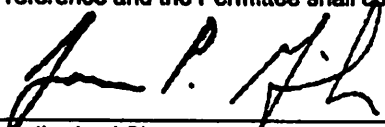
Page 4

September 16, 2004

11. Within 90 days of permit issuance the Permittee shall perform and submit to both the District and the Division of Historical Resources a cultural resource reconnaissance survey, including judgmental subsurface testing, in order to assess the probability of the presence of archaeological sites or historic resources prior to initiating any project related land clearing or ground disturbing activities. The resultant survey shall conform to the specification set forth in Chapter 1A-46, F.A.C., and shall be forwarded to the Division of Historical Resources in order to complete the reviewing process for this proposed project and its impacts. Further investigations may be required by the DHR if resources are encountered. Failure to perform and provide the cultural resources reconnaissance survey within the time frames specified above will be a violation of this permit.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.



Authorized Signature

FILE OF RECORD
PERMIT #

**PROFESSIONAL CERTIFICATION*
FOR THE ENGINEERING EVALUATION REPORT**

MSSW/ERP Permit Number: 44027044.000

Date Application Received: May 3, 2004

Permittee's Name: Mangrove Pointe on Lemon Creek, LLC

Address: c/o Boykin Barnett Companies, 1408 North Westshore Boulevard, Suite 116
Tampa, FL 33607

Project Name: Mangrove Pointe on Lemon Creek

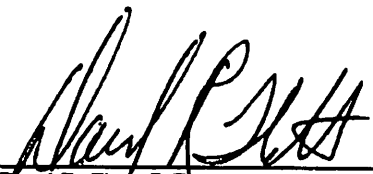
Project Description: Multi-family Residential

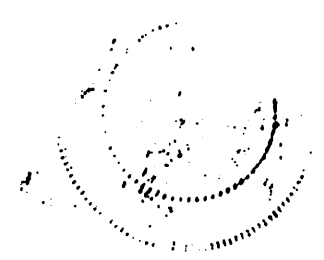
Project Size: 20.13 Acres

Activity: Construction

Section(s)/Township/Range: 27,28/41S/20E

I HEREBY CERTIFY that the engineering features described in the referenced application to construct and/or operate a surface water management system associated with the indicated project have been evaluated regarding provision of reasonable assurance of compliance with Part IV, Chapter 373, Florida Statutes, and Chapters 40D-4, 40D-40 or 40D-400, Florida Administrative Code (F.A.C.), as applicable. I have not evaluated and do not make any certifications as to other aspects of the proposal.


 _____ (Seal)
 Daryl R. Platt, P.E.
 FL P.E. # 37646
 September 16, 2004
 Sarasota Regulation Department
 Southwest Florida Water Management District



* When required by Subsection 61G15-26.001(1), F.A.C., a professional engineer's seal, signature and date (i.e., "Professional Certification") means that the work indicated has been conducted under the responsible supervision, direction or control of a person licensed by the State to practice engineering, who by authority of their license is required to have some specialized knowledge of engineering. Professional Certification is not a guaranty or warranty of fitness or suitability, either explicit or implied.



CERTIFICATE OF MAILING

I hereby certify that a copy of the FAA letter on Application No. 44027044.000 was mailed by United States Mail to the below listed parties this September 16, 2004.

FAA Expiration Date: October 12, 2004

Permittee/Owner

Mr. Randolph S. Merrill, Manager
Mangrove Pointe on Lemon Creek,
LLC
c/o Boykin Barnett Companies
1408 North Westshore Boulevard,
Suite 116
Tampa, FL 33607

Engineer/Consultant

Joseph S. Menen, P.E.
Charlotte Engineering & Surveying,
Inc.
1700 El Jobean Road
Port Charlotte, FL 33948

Required Noticing: See USACOE address above, if applicable
(w/ Letter & Copy of the Permit)

Documents sent by Regular FAA Transmittal Letter
US Mail to Approved Permit with Conditions Attached
Permittee/Consultant Sections 28-106.201 and 28-106.301, F.A.C.
Noticing Packet
Approved Construction Drawings (Permittee only)
Statement of Completion (Permittee only)
Notice of Authorization (Permittee only)

Documents sent by Regular FAA Transmittal Letter
US Mail to Approved Permit with Conditions Attached
FAA Requestors and others Sections 28-106.201 and 28-106.301, F.A.C.

- () ERP - Eminent Domain Property Owners (EPOs) mailed regular U.S. Mail (see list)
- () WRP - Adjacent Waterfront Property Owners (AWPOs) if requested



Administrative Section
Sarasota Regulation Department

FILE NO. MISSOURI REGULATION DEPARTMENT
 MISSW/ERP PERMIT/LETTER REQUEST AND ROUTING SLIP
 PERMIT NO.

BOARD MONTH APPROVAL () DENIAL

MSW/ERP PERMIT NO. 44027074000 DEFAULT DATE: _____
 INTENDED ISSUE DATE (TARGET: 21 days from complete date if a permit)

PROJECT NAME: Manager Route on Lamm Park
 FAST TRACK/SMART PROJECT () YES () NO

DRAFT REVIEW	INITIALS	DATE	TIME
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1. REVIEW ENG	<i>[Signature]</i>	8/11/14	8:00
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2. REVIEW ES	<i>[Signature]</i>	9/12/14	10:30
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3. PERMIT COORD (Permits Only)	<i>[Signature]</i>	9/12/14	10:50
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4. TYPING/DRAFT (on plain paper)	<i>[Signature]</i>	9/12/14	12:41
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5. SENIOR PE (Review/change)	<i>[Signature]</i>	9/15	1:30
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6. ES MANAGER (Review/change)	<i>[Signature]</i>	8/15/14	2:24 pm
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7. SW MANAGER (Review/change)	<i>[Signature]</i>	9/15	4:20
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8. TYPING FINAL	<i>[Signature]</i>	9/15	1:15
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18. DIRECTOR (Sign Off or Stamp)	<i>[Signature]</i>	9/16	10:40
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17. PERMIT COORD (Data Base Update)	<i>[Signature]</i>	9/16/14	11:30
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() MSSW ERP () C2M DEADLINE () Consolidated? Yes No
 TYPE OF APPLICATION: () FORMAL MOD () LETTER MOD () ISA
 () CONCEPTUAL () INDIVIDUAL () GENERAL CONSTRUCTION () MINOR SYSTEMS () NOTICED GENERAL
 () ERP NOTICED GENERAL RULE:

RUSH OR MISC INFO, OR OTHER COMMENTS:

** Please only comments on ES shut down with ESW. Considerations! Also add history of previous shut downs with ESW.*

8A Add. Info Not Recvd	12A Prop. Auth. Notice	21 Potentially Harmful
8B Recvd Still Incompt.	12B APO Letter	22 Transfer to DEP
8C Recvd Issues Remain	13 Wetland Determ.	23 Formal WJD
9A Min. Sys. Permit	14 Appr./Priv. Easemt.	24 Formal WJD Denial
9B WRP Ind.	15 Transfer/Assignment	Exp. Date Extension
9C WRP General	16 Pre-App Mtg. Conf.	RAI for Exemption Request
9D Consol. Min Sys.	17 WRP Denial	Dewatering/Sediment
10A Ind Denial	18 Permit App Fee	Custom letter
10B Gen Denial	19A Permit W/Be Reqd.	
10A Ind Denial	19B No Permit Reqd.	
11A Individual Permit	19C Exempt	
11B Conceptual Permit	19D Rule Var/Rights Wal	
11C General Permit	20B Disqual/Ag Exempt	
11D Consol. Ind.		
11E Consol. Gen.		

Mailperson's Initials and Date: MD 9/16/14

PLEASE SEE OTHER SIDE FOR LIST OF REQUIRED INFORMATION FOR EACH LETTER.

- 1 State Correction
- 2 CZM notice also for Manatees__ Sea Turtles__ State Lands__ Jim Marshall paragraph__ Copy FIN__
- 4 Jim Marshall paragraph__ Copy FIN__
- 5A Do you need CZM__ Complete Date must be on PDS
- 5B
- 6 Date info now due after extension_____ Date of our RAI/CLAR _____
- 7A Need as-built condition_____
- 7B Reasons why denied
- 7C Last 3 digits of specific rule_____
- 7D Reasons why denied? Apply fee to another permit__ District reconsider application__
- 8A Additional or Clarification info_____ Date
- 8B Date add/clar info requested_____ Date received_____
- 8C Date add/clar info requested_____ Date received_____ Send unresolved issues to typing

- 9A
- 9B
- 9C
- 9D
- 10A
- 10B Reasons for denial must be in categories
- 11A
- 11B
- 11C
- 11D
- 11E
- 12A

Associated ERP Not.Gen.#? Associated CT/EX #? Conservation easement? Add conditions? Plus table below:

ACTIVITY <small>(Enter subtype code description)</small>	PREEMPTED AREA	DREDGED	NO. OF SLIPS
	square feet	cubic yards	
TOTALS:	square feet	cubic yards	

- 12B Prop. Auth or ERP and Prop. Auth? Easement or Lease? FL waters and Preserve or FL waters or Preserve or N/A? Brief description of project & mitigation. Names & addresses of APOs
 - 13 **REVIEWER TO MAKE A PDS.** Wetlands found?__ Survey__ Aerial__ Other__ Date recvd__ Enclosures? Site Review: Date of site visit_____ No site review: Items reviewed_____
 - 14 Assoc. Reg No. Date appraisal recvd. Date comments due. Name of Appraiser.
 - 15 Inspection intervals_____ Enclose SOC__ SOI__ Both__ Neither__
 - 16 Meeting date_____ Time_____ Length_____
 - 17
 - 18 P.O. No._____ or no P.O.____ Permit fee due \$ _____
 - 19A Reasons permit required
 - 19B No permit or no letter mod _____
 - 19C
 - 19D SO attorney's name
 - 20A Ordinary__ Temporary__ Permanent__
 - 20B Meeting date_____ Subsequent Meeting_____ If so, date_____
 - 21 One or more species_____ Specie(s) name(s)_____
 - 22 DEP contact name, address & phone. Fee submitted? How much? Will we return fee? Is this a Coastal Conservation Control Line project_____ If so, go to Fort Myers__ or Tallahassee__
 - 23 Certified survey__ or approx. delineation__ or a combination__ Person who established extent__ Date of site visit_____ Person who conducted boundary verification_____ Other participants_____ Aerial__ or survey__ or other__
 - 24 Reasons for denial
- Exp. Date Extension How many years_____ New exp. date_____
- RAI for Exemption Request
- Dewatering/sediment/erosion
- Custom letter