

EXHIBIT III

AMENDED AND RESTATED BYLAWS OF
TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC.

"A corporation not for profit under the laws
of the State of Florida."

ARTICLE I - IDENTIFICATION

1.1 Identity. These are the Amended and Restated Bylaws of TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC., hereinafter called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these Bylaws, which condominium is identified by the name TAMARIND GULF AND BAY CONDOMINIUM, A Condominium, and is located upon lands as more particularly described in the Declaration of Condominium as recorded in the Public Records of Charlotte County, Florida. The Association shall also operate such real property as it shall own. These Amended and Restated Bylaws shall and do constitute a restatement of the Bylaws of Condominium Association of Tamarind Gulf and Bay Condominium, Inc., and all prior amendments which have been made thereto.

1.2 Office. The office of the Association will be located at the condominium, 2955 N. Beach Road, Englewood, Florida 34223.

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

1.4 Seal. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Non-Profit Corporation" and the year of incorporation.

1.5 Definitions. These Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these Bylaws shall have the definition and meaning as those set forth in the Declaration for the condominium unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE II - MEMBERS' MEETINGS

2.1 Annual Meeting. The annual meeting of the members shall be held within sixty (60) days of the end of the Association's fiscal year, each year at a time, date and place in Englewood, Florida, as a majority of the Board of Directors shall determine; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a holiday. The purpose of the meeting shall be, except as provided herein to the contrary, to announce the results of the election of Directors and to

transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to unit owners in advance thereof.

2.2 Special Meetings. Special meetings of the members shall be held whenever called by the President or Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-tenth of the votes of the entire membership.

2.3 Notice of Meetings. Written notice of meetings of the members, including annual meetings shall be given by the President, Vice-President or Secretary, and shall include the following information:

- a. Date and time of the meeting;
- b. Place where the meeting shall be held; and
- c. An agenda outlining business which will be considered at the meeting.

The written notice shall be mailed or given to each unit owner, unless the unit owner waives in writing the right to receive notice, at each owner's address as it appears on the books of the Association within the time periods required by the Florida Condominium Act as same now exist or as same shall exist on the date the notices are provided. In addition, the notice shall be posted in conspicuous place on the condominium property at least 14 continuous days preceding the meeting or within the time required by the then existing Florida Condominium Act. The Board, upon notice to the unit owners shall, from time to time, by duly adopted rule designate a specific location on the condominium property upon which all notices of unit owner meetings shall be posted.

An officer of the Association, or the manager or other person providing notice of a meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that the notice was mailed or hand delivered, in accordance with the foregoing requirements, to each unit owner or member of the Association at the address last furnished to the Association.

2.4 Quorum. A quorum at a meeting of the members shall be thirty-five percent (35%) of the voting interests of the Association. Except for elections of the Directors of the Association, and matters requiring a greater number of votes to pass, all decisions shall be made by owners of a majority of the voting interests represented at a meeting at which a quorum is present.

2.5 Voting. In any meeting of members the owners of units shall be entitled to cast one vote for each unit owned by the member,

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unless the decision to be made is elsewhere required to be determined in another manner. If a unit is owned by one person, the right to vote shall be established by the record title to the unit. If a unit is owned by more than one person, the person to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President of the corporation and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose. Notwithstanding the foregoing, a unit owned by a husband and wife shall not be required to file such a certificate.

2.6 Proxies. Votes at a members meeting may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner executing it. To be valid a proxy must be filed with the Secretary of the Association before the appointed time of the meeting, or any adjournment of the meeting. Holders of proxies need not be unit owners. Unit owners shall not vote by general proxies, but shall vote only by limited proxies substantially conforming to a limited proxy form adopted from time to time by the Division of Land Sales, Condominiums and Mobile Homes on the following matters:

- a. votes taken to waive or reduce reserves;
- b. votes taken to waive financial statement requirements as provided by Section 718.111(14), Florida Statutes or its successor;
- c. votes taken to amend the declaration of condominium;
- d. votes taken to amend the articles of incorporation of the Association or these bylaws; and
- e. votes on any other matter for which Chapter 718 of the Florida Statutes requires or permits a vote of unit owners.

General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-

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substantive changes to items for which a limited proxy is required and given. No proxy shall be used in the election of board members.

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

2.8 Order of Business. The order of business at annual meetings of the members, and as far as practical at other meetings of the members, shall be:

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting, or waiver of notice.
- c. Approval of previous meeting minutes.
- d. Reports of committees.
- e. Reports of Officers.
- f. Appointment of inspectors of election.
- g. Election of Directors.
- h. Unfinished business.
- i. New business.
- j. Members' Discussion Time. Minimum of three (3) minutes, to be given for members to bring to general discussion any topic(s) the member desires to be discussed by the membership. The time allocation can not be decreased or eliminated.
- k. Adjournment.

2.9 Presiding Officer. The presiding officer of meetings of members will be the President of the Board of Directors if such an officer has been elected; and if none, the Vice-President shall preside. In the absence of the presiding officer, the members present shall designate one of their members to preside.

ARTICLE III - DIRECTORS AND DIRECTORS' MEETINGS

3.1 Number. The affairs of the Association shall be managed by the Board of seven (7) directors. The number of directors may be changed by an amendment to these bylaws, but shall never be less than three or more than seven. The members of the Board of Directors shall serve until the next annual meeting of the members and

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subsequently until their successors are duly elected and qualified.

3.2 Election of Directors. The Board of Directors shall be elected by written ballot or voting machine in the following manner:

a. Not less than 60 days before a scheduled election the Association shall mail or deliver to each unit owner entitled to vote a first notice of the date of the election. The said notice may be by separate Association mailing or may be included in another Association mailing or in regularly published newsletters.

b. Any unit owner or other eligible person desiring to be a candidate for any vacancy on the Board of Directors shall give written notice of his or her candidacy to the Secretary of the Association not less than 40 days before a scheduled election.

c. Within five (5) days after the deadline for a candidate to provide notice of his or her intent to run, the Board of Directors shall call and hold a meeting of the directors. At this meeting, the Board shall accept additional nominations for directors. Any unit owner or other eligible person may nominate himself or herself or may nominate another unit owner or eligible person, with permission in writing to nominate the other person.

d. Not less than 30 days before the election meeting, the Association shall mail or deliver a second notice of the meeting to all unit owners entitled to vote therein, together with a ballot which shall list all candidates.

e. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches, and printed on one side only, in the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The information sheet must be furnished by the candidate not less than thirty-five (35) days before the election.

f. Voting procedures, including provisions for the secrecy of ballots shall be consistent with rules therefor adopted by the Florida Division of Land Sales, Condominiums and Mobile Homes.

g. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement for an election; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. Any unit owner violating the foregoing provisions may be fined by the Association as hereafter provided.

h. The regular election of directors to fill vacancies on the Board shall occur on the date of the annual meeting.

i. If a vacancy occurs on the Board of Directors prior to the expiration of a term, except in the case of a vacancy caused by recall, the vacancy or vacancies shall be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. Vacancies occurring on the Board of Directors as a result of recall shall be filled as follows:

(1) If less than a majority of the existing Board is recalled, the vacancy or vacancies created shall be filled by the affirmative vote of the majority of the remaining directors.

(2) If a majority or more of the existing Board is recalled, an election, which shall be conducted pursuant to applicable provisions of Chapter 718 of the Florida Statutes and Rules adopted by the Florida Division of Land Sales, Condominiums and Mobile Homes, shall be conducted at the recall meeting to fill the vacancies occurring as a result of the recall.

j. A Board member(s) appointed or elected to fill a vacancy or vacancies shall serve on the Board until the next regularly scheduled election for any position, regardless of whether the Board seat(s) to which the member(s) was appointed or elected is scheduled to be filled at that election.

k. Notwithstanding the foregoing provisions, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the board.

3.3 Removal of Directors. Any Director may be removed with or without cause by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. A Director may also be removed from office with or without cause by agreement in writing by a majority of all the voting interests as provided in Fla. Stat. § 718.112(k) (1993).

3.4 Organization Meeting. The organization meeting of a newly elected Board of Directors shall be held within 10 days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary. The purpose of the meeting shall be to elect officers and to appoint committee members.

3.5 Regular Meetings.

a. Regular meetings (all non-emergency meetings) of the Board of Directors and of any committee, as defined by the Florida Condominium Act, thereof at which a quorum of the members of that committee are present shall be open to all unit owners. Adequate notice of all such meetings, which notice shall state the date, time and place of the meeting and which shall also specifically incorporate an

identification of all agenda items, shall be given to each director or committee member personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting. In addition the said notice shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting.

b. Written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding unit use will be proposed, discussed, or approved, shall be mailed or delivered to each unit owner at the address last furnished to the Association and shall be posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the Secretary, other officer, or person responsible for the mailing of the notice and filed among the official records of the Association.

c. Upon notice to the unit owners, the board shall by duly adopted rule designate a specific location on the condominium property upon which all notices of board meetings shall be posted.

d. Notices of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessment.

e. Any item not included on the notice of meeting may be taken upon on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the board.

3.6 Emergency Meetings. Emergency meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than 24 hours notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

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

3.8 Quorum. A quorum at Director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors.

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

3.10 Presiding Officer. The presiding officer of Directors' meetings shall be the President of the Board, if such an officer has been elected; and if none, the Vice-President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.11 Order of Business. The order of business at Directors' meetings shall be as indicated below. Failure to adhere to the order of business shall not effect the validity of any meeting or any business conducted.

- a. Call of Roll.
- b. Proof of due notice of meetings.
- c. Approval, correction or additions to any unapproved minutes.
- d. Reports of officers and committees.
- e. Unfinished Business.
- f. New business.
- g. Members' Discussion Time.
- h. Adjournment.

3.12 Directors' Fees. Directors' fees, if any, shall be determined by the Board of Directors of the Association.

3.13 Conference Call Meetings. During periods or times that a quorum of the Board of Directors cannot be physically assembled, and during such other times as the Board may consider appropriate, the Board may include absent Directors by telephone conference call (provided that an amplifier is used and all other requirements of law are met).

3.14 Open meetings. All meetings of the Board of Directors and any committee, as defined by the Florida Condominium Act, at which a quorum of the members of that committee are present shall be open to all unit owners. Any unit owner may tape record or videotape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings only with reference to designated agenda items. The Board of Directors of the Association may adopt reasonable rules governing the frequency, duration, and manner of unit owner statements. Unless otherwise approved by a majority of the Directors present at a meeting, each unit owner may speak on any designated agenda item one (1) time for a maximum of three (3) minutes.

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3.15 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by unit owners, or their authorized representatives, and Board members, at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.16 Committees. The Board of Directors may appoint such committees as it deems appropriate to advise and assist it in the exercise of its powers and duties. Committee members shall serve at the pleasure of the Board of Directors.

ARTICLE IV - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include but shall not be limited to the following:

a. To make and collect assessments against members to defray the costs, expenses and losses of the condominium and association property.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. The maintenance, repair, replacements and operation of the condominium property.

d. The reconstruction of improvements after casualty and the further improvements of the property.

e. To make and amend regulations respecting the use of the property in the condominium.

f. To approve or disapprove proposed transactions in the manner provided by the Condominium Declaration.

g. To enforce by legal means the provisions of applicable laws, the condominium documents, Declaration of Condominium, the Bylaws of the Association, and the Regulations for the use of the property within the condominium.

h. To contract for management of the condominium and to delegate to such contractor such powers and duties of the Association except as are specifically required by the condominium documents or applicable laws to have approval of the Board of Directors or the membership of the Association.

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i. To pay taxes and assessments which are liens against any part of the condominium other than individual units and appurtenances thereto, and to assess the same against the unit subject to such liens.

j. To carry insurance for the protection of unit owners and the Association against casualty and liabilities.

k. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual units.

l. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

m. To acquire and to enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in lands or facilities whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use and benefit of the unit owners within the condominium.

n. To contract for the management or operation of portions of the common elements susceptible to separate management or operation and to lease such property.

o. To purchase units in the condominium subject to any restrictions as set forth within the Declaration of Condominium and to acquire and hold, lease, mortgage and convey same.

p. To maintain a class action on behalf of the Association and to settle a cause of action on behalf of the unit owners with reference to matters of common interest.

ARTICLE V - OFFICERS

5.1 Executive Officers. The executive officers of the Association shall be a President who shall be a Director, a Vice President who shall be a director, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except no one person may be both the President and Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the chief executive officer of the Association and shall have all of the powers and duties usually vested in the office of President of an Association including, but not limited to, the power to appoint committees from among the members from time to time, as may be determined appropriate, to assist in the conduct of the affairs of the 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 also assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice-President of an Association and as may be required by the Directors or the President.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members and shall attend to the giving and serving of all notices to the members and Directors, and other notices required by law. The Secretary shall have custody of the seal of the corporation and affix it to instruments requiring a seal when duly signed. The Secretary shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 Assistant Secretary. The Assistant Secretary shall exercise the powers and perform the duties of the secretary in the absence or disability of the Secretary.

5.6 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer.

5.7 Compensation. The compensation of all officers and employees of the Association shall be fixed by the Directors. The provisions that Directors' fees shall be determined by members shall not preclude the Board from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the condominium.

5.8 Indemnification of Directors and Officers. Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Association, at the time such expenses were incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her required duties. In the event of a settlement the indemnification herein shall apply only when the Board of Directors shall approve such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VI - FISCAL MANAGEMENT

6.1 Proviso. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the provisions in this section.

6.2 Assessment Record. The assessment record shall be maintained reflecting an account for all units. Such a record shall designate the name of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account, and the balance due upon assessments. The assessment record may be kept in one or more books of account and the said information may be included for more than one (1) unit on each page of the record.

6.3 Budget. The Board of Directors shall adopt a detailed budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association. The budget shall include estimated common expenses and a reasonable allowance for contingencies and reserves less the unneeded fund balances on hand, if any. Copies of the budget and proposed assessments shall be transmitted to each unit owner not less than 14 days prior to the meeting at which the budget will be considered together with notice of that meeting. Such notice shall include the date, time and place at which the meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to unit owners. If the budget is substantially amended before the assessments are made a copy of the amended budget shall be furnished. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00, unless the members of the Association have, by vote of a majority of the members present at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or less adequate reserves than required hereby or by the requirements set forth in Fla. Stat. § 718.112(2)(f)2. The board of directors of the Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance.

6.4 Reserve Funds. Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association. The interest earned on the reserve funds may be allocated to other reserve items and not limited to proportionate allocation among all reserve items.

6.5 The Depository. The depository of the Association shall be such bank or banks in Florida as shall be designated from time to time by the Directors and in which the funds for the Association shall be deposited. Withdrawal of funds from such accounts shall be only by checks or transfer signed by such persons as are authorized by the Directors.

6.6 Financial Reports. The Association shall, not later than 60 days after the end of each fiscal year, provide to the owners of each unit in each condominium operated by the Association a summary of the receipts and expenditures of Association funds, for the prior fiscal year, consistent with the requirements of any applicable law including Fla. Stat. § 718.111(13) and (14). Further, all official records of the Association as defined in Fla. Stat. § 718.111(12) (1993) shall be available to lenders of unit owners, and to holders, insurers or guarantors of any first mortgages of a unit. Holders of first mortgages encumbering condominium units are entitled, upon written request to a financial statement for the immediately preceding fiscal year. Any requirement herein contained or contained in any applicable law or regulation to have the financial statements compiled, reviewed, or audited may be waived when a majority of the voting interests of the Association have determined for a fiscal year to so waive this requirement.

6.7 Commingling. All funds of the Association shall be maintained separately in the Association's name. Reserve and operating funds of the association may be commingled for purposes of investment, but separate ledgers must be maintained for each account.

6.8 Bonds. The Association shall provide for the Fidelity bonding of all Directors, officers and all persons who control or disburse Association funds. The principal sum of the bond for each such officer, Director, or other person shall not be less than the amount which is required by applicable provisions of the Florida Condominium Act or amount equal to unit owners' equity as reflected from time to time on the financial records of the Association, whichever amount is greater.

ARTICLE VII - PARLIAMENTARY RULES

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

ARTICLE VIII - FINES

8.1 Fines. The Board of Directors of the Association may levy reasonable fines against a unit (unit owner, occupant, lessee, licensee or invitee) for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration of condominium, these bylaws, or reasonable rules of the

Association. Any fine which may be levied shall not exceed the maximum amount authorized by the Florida Condominium Act. Such fine will commence only after written notification of such offenses is delivered to the unit owner, or the unit occupant, licensee or invitee and after an opportunity for a hearing has been given. The party against whom a fine is sought to be levied shall be afforded an opportunity for a hearing, which hearing time and place shall be set by the Board of Directors of the Association after reasonable notice of not less than fourteen (14) days. The hearing must be held before a committee of three (3) unit owners. Members of said committee shall be appointed periodically by the Board of Directors and may include any member of the Association except directors. Members of this committee shall serve at the pleasure of the Board of Directors. If the committee does not agree with the fine, the fine may not be levied. The written notification of the hearing shall include:

a. A statement of the date, time, and place of the hearing;

b. A statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and

c. A short and plain statement of the matters asserted by the Association.

The party against whom a fine may be levied shall have the opportunity to respond, present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond, present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

If a fine is levied against a unit as provided hereunder and the unit owner fails to pay the fine, the Association can bring an action against the unit owner in the proper court for damages in the amount of the fine. The prevailing party in such an action shall be entitled to recover its costs and expenses, including reasonable attorneys' fees to be determined by the court, including appellate proceedings.

Nothing herein shall be construed as a prohibition or limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association documents, including but not limited to legal action for damages or injunctive relief.

8.2 Administrative Late Fee. An administrative late fee may be assessed at the discretion of the Board of Directors against a unit owner delinquent in the payment of assessments. The amount of the administrative late fee may not exceed the greater of \$25.00 or 5%

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of each installment of the assessment for each delinquent installment that the payment is late.

ARTICLE IX - AMENDMENTS

9.1 Amendments. Amendments to the Bylaws shall be proposed in the following manner.

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

b. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other.

c. A resolution adopting a proposed amendment must receive approval of three-fourths (3/4ths) vote of all voting interests of the Association present and voting in person or by proxy at a duly called meeting at which a quorum is present.

d. When an amendment has been so adopted, a copy of same shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to these Bylaws; such certificate shall be executed by the officers of the Association with the formalities of a deed when such certificate and copy of amendment are recorded in the Public Records of Charlotte County, Florida.

e. These Bylaws shall be amended, if necessary, so as to make them consistent with the provisions of the Declaration of Condominium.

ARTICLE X - ARBITRATION OF INTERNAL DISPUTES

10.1 Mandatory Non-Binding Arbitration. Parties to disputes as defined in Fla. Stat. § 718.1255(1) (1993) shall submit to non-binding arbitration of such disputes pursuant to the provisions of Fla. Stat. § 718.1255(4) (1993).

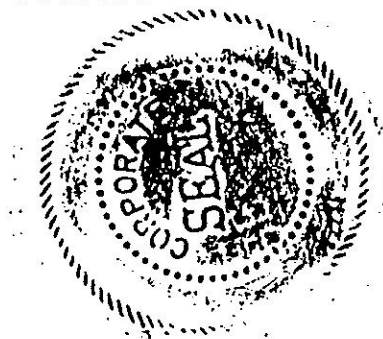
THE FOREGOING were adopted as the Bylaws of a corporation not for profit, under the Laws of the State of Florida, at the special meeting of the members of the corporation held on April 18, 1994.

TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation

By: Robert M Geist
Robert M. Geist, President

Attested:

By: Jess L. Butler
Jess L. Butler, Secretary



ELW/Tamarind-b

Recording \$ 82.50
Record Verified: JANA S HULLSTON, D.C

File: 290473 OR Bk/PAGE: 1339/1079
Recorded: 04/26/94 03:45 P.M.

Barbara T. Scott, Clerk of the Circuit Court - Charlotte County

Instrument Was Prepared By
WARD L. WOTITZKY OF
WOTITZKY & WOTITZKY
Attorneys at Law
W. Marion Ave., Suite 301
Jta Gorda, FL 33550-4497

#28 

RECORD VERIFIED - BARBARA T. SCOTT, CLERK
BY CAROLYN ATWELL D.C.

CERTIFICATE OF AMENDMENT TO BYLAWS OF
TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT is made to the ByLaws of TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, this 18th day of April, 1994, as follows:

1. The ByLaws of TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC. are, and hereby have been amended and restated in their entirety, and the Amended and Restated ByLaws of TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC. which are attached hereto as Exhibit "A" and made a part hereof, are, and from this date forward shall be the ByLaws for TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC.

2. The Amended and Restated ByLaws of TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC. were adopted and passed by a two-thirds vote of all voting interests of the Association at the Meeting of the Association duly noticed and called, and held on the 18th day of April, 1994.

3. The Amended and Restated ByLaws amend and restate the ByLaws of TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC. which are attached to the Declaration of Condominium of TAMARIND GULF & BAY CONDOMINIUM, a Condominium, pursuant to Declaration of Condominium thereof recorded in O.R. Book 627 at Pages 1601 through 1667, inclusive, of the Public Records of Charlotte County, Florida, as previously amended by Certificate of Amendment to the ByLaws dated April 5, 1989 and recorded in O.R. Book 1039 at Pages 1053 through 1059, inclusive, of the Public Records of Charlotte County, Florida.

IN WITNESS HEREOF, the foregoing Certificate of Amendment was duly executed by and on behalf of TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, this 18th day of April, 1994.

TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC.

By: Robert M Geist
Robert M. Geist, President

(Affix Seal)



Attest:

By: Jess L. Butler
Jess L. Butler, Secretary

State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me this 18th day of April, 1994 by ROBERT M. GEIST and JESS L. BUTLER, as President and Secretary, respectively, of TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the said corporation. They are personally known to me or produced N/A as identification and did take an oath.

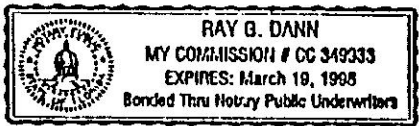
My commission expires:

Ray G. Dann
Notary Public

Printed name of Notary

Serial or Commission Number

(Seal)



BOOK 1339 PAGE 1080

ELW/TamarindC

**Schedule of Amendments to
Amended and Restated Bylaws
of
Tamarind Gulf and Bay Condominium Association, Inc.**

1. Section 3.1 of the Amended and Restated Bylaws is amended to read as follows (language added is underlined and words deleted are ~~stricken through~~):

3.1 NUMBER NUMBER & TERMS. The affairs of the Association shall be managed by the Board of seven (7) Directors. The number of Directors may be changed by an amendment to these Bylaws, but shall never be less than three (3) nor more than seven (7). ~~The members of the Board of Directors shall serve until the next annual meeting of the members and subsequently until their successors are duly elected and qualified.~~ The Directors shall be either unit owners, spouses of unit owners, or a designated representative of a corporate unit owner. The Directors shall serve staggered three (3)-year terms. To accomplish this change from the current one (1)-year Directors' term, the seven Directors elected or re-elected at the Annual Meeting in 2004 will draw lots to determine which three (3) Directors will initially have a three (3)-year term, which two (2) Directors will have a two (2)-year term, and which two (2) Directors will have a one (1)-year term. At subsequent Annual Meetings beginning in 2005, the election of Directors for the then expired terms will be for three (3)-year terms. A Director whose term has expired may seek re-election.

2. Section 5 of the Amended and Restated Bylaws is amended to read as follows (language added is underlined and deleted words are ~~stricken through~~):

5.1 Executive Officers. The executive officers of the Association shall be members of the Board of Directors. The executive officers of the Association shall be a President ~~who shall be a Director~~, a Vice President ~~who shall be a Director~~, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected ~~annually~~ by the Board of Directors and who may be peremptorily removed by the vote of the Directors at any meeting. ~~Any person~~ A Director may hold two or more offices, except no one ~~person~~ Director may be both the President and Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association.

Signed, Sealed and Delivered in the Presence of:

TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC.

RON ZION
First Witness

By: [Signature]
John B. Shank, President

[Signature]
Printed Name of First Witness

[Signature]
Second Witness

W. DON MARTIN
Printed Name of Second Witness

RON ZION
First Witness

Attest: [Signature]
Peter H. Hetzel, Secretary

RON ZION
Printed Name of First Witness

[Signature]
Second Witness

Mark R. Iachetta
Printed Name of Second Witness

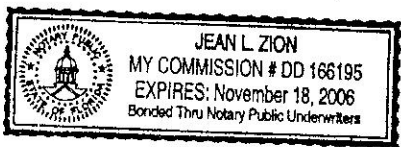
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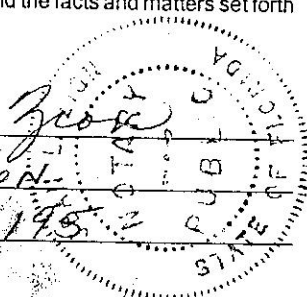
State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me this 18th day of April, 2003, by John B. Shank, as President of TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the said corporation. He is personally known to me or produced as identification and did take an oath and depose and said the facts and matters set forth in the foregoing Certificate are true and correct.

My commission expires: Nov. 18, 2006



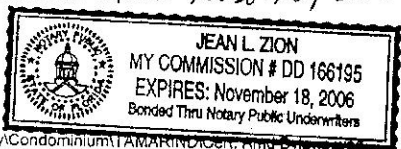
[Signature]
Notary Public
JEAN L. ZION
Printed Name of Notary
DD 166195
Serial or Commission Number



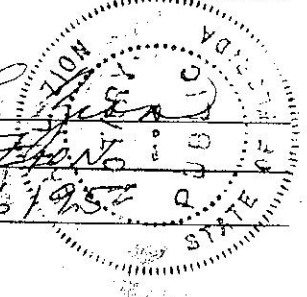
State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me this 18th day of April, 2003, by Peter H. Hetzel, as Secretary of TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the said corporation. He/She is personally known to me or produced as identification and did take an oath and depose and said the facts and matters set forth in the foregoing Certificate are true and correct.

My commission expires: Nov. 18, 2006



[Signature]
Notary Public
JEAN L. ZION
Printed Name of Notary
DD 166195
Serial or Commission Number



This instrument prepared by:
Edward L. Wotitzky, Esq.
Wotitzky, Wotitzky, Ross, Goldman, Sturges & Tuttle, P.A.
223 Taylor Street
Punta Gorda, FL 33950

BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
OR BOOK 02219 PAGE 0990
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**Certificate of Amendment to
Amended and Restated Bylaws of
Tamarind Gulf and Bay Condominium, A Condominium**

THIS CERTIFICATE is made to reflect and document an Amendment to the Amended and Restated Bylaws of TAMARIND GULF AND BAY CONDOMINIUM, A CONDOMINIUM. The Amended and Restated Bylaws and other condominium documents of TAMARIND GULF AND BAY CONDOMINIUM, A CONDOMINIUM, have been recorded in the Public Records of Charlotte County, Florida, as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a. Amended and Restated Declaration of Condominium April 18, 1994	1339/Pages 998 through 1087, inclusive
b. Amendment to Articles of Incorporation April 18, 1994	1339/Pages 1075 and 1078, inclusive
c. Certificate of Amendment and Amended and Restated Bylaws April 18, 1994	1339/Page 1079 through 1096, inclusive
d. Certificate of Amendment to Amended and Restated Declaration February 11, 1995	1389/Pages 1073 and 1074

The undersigned officers of Tamarind Gulf and Bay Condominium Association, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. Sections 3.1 and 5.1 of the Amended and Restated Bylaws of Tamarind Gulf and Bay Condominium, a Condominium, are hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Amended and Restated Bylaws of Tamarind Gulf and Bay Condominium Association, Inc."

2. The said Amendment to the Amended and Restated Bylaws was proposed by duly adopted resolution of the Board of Directors of the Association, and was approved by a vote of not less than seventy five percent (75%) of the entire voting interests of the Association at the Special Meeting of Members held on 18th day of April, 2003.

IN WITNESS HEREOF, the undersigned have hereunto set their hands and the seal of the corporation, and certify the truth and accuracy of the foregoing Certificate, this 18th day of April, 2003.

TMAGED LT. 2