

19
This instrument prepared by and return to:
Chad M. McClenathen, Esq.
1820 Ringling Boulevard
Sarasota, FL 34236

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2008010707 29 PGS
2008 JAN 24 09:15 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CBETHEL Receipt#1006967

**AMENDED AND RESTATED
DECLARATION OF MASTER COVENANTS
FOR GRAND BAY COMMUNITY**



WHEREAS, the original Declaration of Master Covenants for Grand Bay Community was recorded in Official Records Book 2602, Page 2067, et seq., Public Records of Sarasota County, Florida, and

WHEREAS, the Board of Directors of the Grand BayLBK Community Association, Inc. proposed and approved additional amendments, and this Amended and Restated Declaration of Condominium, at a duly noticed and convened Board meeting held on Oct. 30 2007, and

WHEREAS, this Amended and Restated Declaration of Condominium, including the new amendments, was approved by not less than two-thirds of the Voting Interests of the entire membership of the Association at a duly noticed and convened meeting held on December 13, 2007.

NOW THEREFORE, Grand Bay/LBK Community Association, Inc. does hereby amend and restate the Declaration of Covenants for Grand Bay Community for the purpose of integrating all of the provisions of the Declaration, and recently adopted amendments, and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the property and binding on all existing and future owners, and all others having an interest in the lands or occupying or using the property.

1. DEFINITIONS.

- (a) Assessable Share shall mean and refer to the total assessment to be levied from time to time by Association against each Member and its respective Individual Condominium Project. The Assessable Share for each Individual Condominium Project shall be as follows:
- | | |
|---------------|--------|
| Grand Bay I | 56/272 |
| Grand Bay II | 56/272 |
| Grand Bay III | 56/272 |
| Grand Bay IV | 56/272 |
| Grand Bay V | 24/272 |
| Grand Bay VI | 24/272 |
- (b) "Association" shall mean and refer to the Grand Bay/LBK Community Association, Inc., a Florida corporation not for profit.
- (c) "Bay Isles Restrictions" shall mean and refer to the "Declaration of Maintenance Covenants and Restrictions on The Commons for Bay Isles" recorded in Official Records Book 1116, Page 1858, Public Records of Sarasota County, Florida, as the same have been or may be amended from time to time.
- (d) "Board" shall mean and refer to the Board of Directors of Association.
- (e) "Community" shall mean and refer to Parcel HR-A, Bay Isles, Unit No. 6.
- (f) "Community Developer" shall mean and refer to Arvida Grand Bay Properties, Inc., a Delaware corporation, its successors or assigns.

- (g) "Community Property" shall mean and refer to that real property located within the Community which was designated by Community Developer as "Community Property", and which consists of portions of the Community not included within condominium plats for Individual Condominium Projects.
- (h) "Individual Condominium Project" shall mean and refer to a condominium project within the Community. There are six Individual Condominium Projects, known as Grand Bay I, a Condominium; Grand Bay II, a Condominium; Grand Bay III, a Condominium; Grand Bay IV, a Condominium; Grand Bay V, a Condominium; and Grand Bay VI, a Condominium.
- (i) "Individual Condominium Association" shall mean and refer to the condominium association established for the purpose of operating, managing and maintaining a particular Individual Condominium Project. There are six Individual Condominium Associations, known as Grand Bay/LBK I Association, Inc.; Grand Bay/LBK II Association, Inc.; Grand Bay/LBK III Association, Inc.; Grand Bay/LBK IV Association, Inc.; Grand Bay/LBK V Association, Inc.; and Grand Bay/LBK VI Association, Inc.;
- (j) "Declaration" shall mean this instrument, the Amended and Restated Declaration of Master Covenants, as amended from time to time.
- (k) "Member" shall mean and refer to the Individual Condominium Associations but shall not refer to individual Owners who are members of such Individual Condominium Associations.
- (l) "Owner" shall mean and refer to the fee simple owner of any condominium unit within one of the Individual Condominium Projects.
- (m) "Unit" shall mean an individual condominium unit in one of the Individual Condominium Projects.
- (n) "Voting Interest" shall mean the votes allocated to each of the Members, which are equal to the Assessable Shares allocated to each of the Individual Condominium Associations.

2. ASSOCIATION. Except as may be otherwise provided by the terms hereof, responsibility for the operation, management, and maintenance of the Community Property shall be vested in the Association. The primary purpose of the Association shall be to maintain the Community Property, enforce the provisions of this Declaration, and perform such other duties as may be assigned to it under the terms hereof or under its Articles of Incorporation and Bylaws. Each Individual Condominium Association shall automatically be a Member of the Association. A copy of the Amended and Restated Articles of Incorporation of the Association, which shall be filed with the Secretary of State, is attached hereto as Exhibit A. A copy of the Amended and Restated Bylaws governing the operation of the Association is attached hereto as Exhibit B. The Association shall have all of the rights and powers provided by the Florida corporation statutes, the Articles of Incorporation, the Bylaws, and this Declaration.

3. VOTING RIGHTS. Each Member shall be entitled to the number of votes equal to the Assessable Shares allocated to that Member's respective Individual Condominium Project, which are as follows:

Grand Bay I	56
Grand Bay II	56
Grand Bay III	56
Grand Bay IV	56
Grand Bay V	24
Grand Bay VI	24

4. BAY ISLES RESTRICTIONS. The Community is an integral part of a larger development known as "Bay Isles." Bay Isles was developed by Arvida/JMB Partners, successor to Arvida Corporation (collectively "Arvida"), as a planned unit development pursuant to an Outline

Development Plan approved by the Town of Longboat Key in accordance with the Town's planned unit development ordinances. In connection with such development, certain land areas, referred to in the Bay Isles Restrictions as "Common Areas," were set aside by Arvida or deeded to Bay Isles Association, Inc., a Florida corporation not for profit (hereinafter referred to as "Bay Isles Association"), as a portion of the required open space of the development and are available for the common use, enjoyment, or benefit of all property owners in Bay Isles. The Common Areas include, by way of illustration and not by way of limitation, private roads, waterways, lakes, ponds, bicycle and other paths, walkways, parks, and other open areas. The Common Areas were designated as such either on plats or in other documents which were recorded from time to time by Arvida.

The purpose of Bay Isles Association is to own, improve, maintain, and manage the Common Areas of Bay Isles and to conduct the affairs of the planned unit development in accordance with its Articles of Incorporation and Bylaws and the Bay Isles Restrictions, as the same may be amended from time to time, and in accordance with any and all applicable resolutions and ordinances of the Town of Longboat Key regulating planned unit developments. Membership in Bay Isles Association of each Owner is hereby stated and recognized to be a necessary and essential part of the orderly development of Bay Isles as a planned unit development. Therefore, all Owners shall be required to become members of Bay Isles Association and to maintain such membership in good standing.

Bay Isles Association shall have the right to levy assessments and to enforce collection thereof by placing liens against the Units. The Bay Isles Restrictions authorize Bay Isles Association to enter into an arrangement with condominium associations in Bay Isles for the collection of the annual maintenance assessment levied by Bay Isles Association. In the event of such request, the Board may cause those assessments to be collected by Association or by Individual Condominium Associations.

5. **COMMUNITY PROPERTY.** Under the terms of the Bay Isles Restrictions, certain land areas, referred to in the Bay Isles Restrictions as "Neighborhood Common Areas," may be set aside by the developer of a subdivision or condominium in Bay Isles for the common use and enjoyment solely by the owners of property in such subdivision or condominium. Community Property, as defined under this Declaration, was set aside by the Community Developer as Neighborhood Common Area and is therefore available for the common use and benefit of all Owners.

Community Developer constructed a paved roadway (the "roadway") known as Grand Bay Boulevard to provide access to Fair Oaks Lane. Community Developer installed landscaping along the unpaved portions of this roadway, which roadway constitutes a "limited private road" under the terms of the Bay Isles Restrictions. The use of the roadway shall be limited to Owners in the Community and their licensees and invitees, along with all parties (including utility providers) having an interest in any easement with the Community or any Individual Condominium Project, law enforcement officials, fire, rescue and emergency medical service providers.

Each Member and Owner shall be entitled to use of the roadway and any recreational facilities constructed on Community Property, subject to the provisions hereof.

Responsibility for operation and maintenance of the Community Property and any improvements constructed thereon and the surface water management system serving the Community shall lie with the Association.

No person shall, without the written approval of Association, do any of the following on any part of the Community Property; operate motorcycles for any purpose other than as a means of transportation on the private road; boat, fish, or swim in lakes, ponds, canals or streams, permit the running of animals; light any fires; fell any trees or injure any landscaping; interfere with any drainage, utility, or access easements; build any structures other than common facilities constructed or approved by Developer or Association; discharge any liquid or material, other than natural drainage, into any lake, pond, or watercourse; alter or obstruct any lakes, ponds, or watercourses; or interfere with any water control structures or apparatus.

As a part of its maintenance responsibilities for Community Property, Association agrees that in the event the Australian Pines located westerly of the Community and along the golf course adjacent to Hidden Lake are removed or destroyed and if the Town of Longboat Key should require replacement thereof pursuant to the provisions of Paragraph 20 of the conditions of Resolution No. 9305, then Association will plant on-site replacement landscaping to buffer the Community from adjacent properties.

Further, in the event the Town of Longboat Key should require any maintenance or repair to the Emergency Access, Bicycle Path and Utility Easement granted to the Town by document recorded in O. R. Book 1792, Page 2507, Public Records of Sarasota County, Association agrees to undertake such responsibility as a part of the maintenance of Community Property.

6. **COMMUNITY DEVELOPMENT PLAN.** The Community was developed into six separate Component Projects. There are six Members of the Association, those being the Individual Condominium Associations formed in conjunction with the development of each of the Individual Condominium Projects. It is intended hereunder that each Individual Condominium Association shall be responsible for maintenance of common elements within its Individual Condominium Project. However, the Individual Condominium Associations shall work with Association and coordinate their activities for purposes of economies of scale and mutual efficiencies in terms of mutually undertaking paving, roadway or grading projects, lighting projects, engineering or drainage projects, landscaping projects, and similar undertakings. It is further intended that Association, to the extent possible, shall be responsible for all landscaping not only within the Community, but also within the Individual Condominium Projects and where necessary shall receive delegation of authority from each Individual Condominium Association to undertake landscaping within the respective Individual Condominium Project, so as to maintain a uniformity and quality of landscaping maintenance within the Community.

Any improvements constructed upon Community Property shall be made available for the common use, benefit and enjoyment of the Members, which in turn shall make them available for all Owners.

7. **USAGE OF PRIVATE ROADS, WATERWAYS, AND GOLF COURSE.** On the plat of Bay Isles, Unit No. 6, Arvida Corporation ("Arvida") granted to all Owners the nonexclusive and perpetual right of ingress and egress over and across the private roads and waterways within Bay Isles; reserving, however, the right to grant similar rights of ingress and egress over and across the private roads and waterways to the public and to property owners in other sections of Bay Isles. This right of ingress and egress shall be appurtenant to and shall pass with the title to each Unit as the same may be conveyed from time to time without necessity of specific reference thereto.

Included within the Bay Isles planned unit development is the Harbourside Golf Course (the "Golf Course"). The Golf Course is not part of the Community, and usage of the Golf Course by any Owner is subject to such conditions as may be imposed by the owner of the Golf Course. The right of usage of the Golf Course is not guaranteed to any Owner. Anyone playing golf upon the Golf Course shall have a license to come upon the lands of the Community to retrieve errant golf balls. Such license shall not relieve any person causing damage by an errant golf ball or while retrieving it of responsibility for such damage.

8. **COMMON EXPENSES.** All costs and expenses that may be duly incurred by the Association through its Board from time to time in operating, maintaining, improving, protecting, managing, and conserving the Community Property and in carrying out its duties and responsibilities as provided by this Declaration and by its Articles of Incorporation and Bylaws shall constitute "common expenses" of the Association. Funds for the payment of the common expenses shall be collected by the Association through assessments against the Members. By way of illustration and not as a limitation, the common expenses shall include:

- (a) costs of operation, maintenance, repair, and replacement of the Community Property;
- (b) costs of management of the Association and administrative costs of the Association, including professional fees and expenses;

- (c) costs of water and sewerage service, electricity, and other utilities furnished to the Community Property that are not metered separately to the Individual Condominium Projects;
- (d) labor, material, and supplies used in conjunction with the Community Property;
- (e) damages to the Community Property in excess of insurance coverage;
- (f) salary of a manager or managers and their assistants, as shall be determined by the Board of the Association;
- (g) premium costs of all fire, windstorm, flood, and other property and liability insurance procured by the Association pursuant to the terms hereof;
- (h) costs of real estate, personal property and other taxes assessed against Community Property from time to time;
- (i) costs incurred by the Association, upon approval by the Board, for the installation of additions, alterations, or improvements to the Community Property, or for the purchase of additional lands, leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, acquired for the benefit of all the Members, provided, however, that if the cost of any of such items is more than 15 percent of the total amount of the annual budget, including reserves, the purchase or acquisition of such items shall first be approved by the affirmative vote of Members holding a majority of the total Voting Interests of the Association Membership;
- (j) costs and expenses authorized by the Board of Directors incurred in connection with the trimming and/or maintenance of mangroves or trees along the bay so as to preserve views and aesthetics for the benefit of the community;
- (k) other costs as necessary to perform Association's duties hereunder.

9. **INSURANCE, DESTRUCTION, AND RECONSTRUCTION.** Except as otherwise provided herein, the Association, as agent for and in behalf of the Members, Unit Owners, and Unit mortgagees, shall obtain and maintain fire, wind, general casualty, flood, and extended coverage insurance with a responsible insurance company upon all of the insurable Community Property for the full replacement cost or insurable value thereof, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment. The Board, in the exercise of their business discretion, may determine to obtain the maximum flood insurance available under the National Flood Insurance Program and not obtain additional coverage that may be available through other sources. The premium for all insurance shall be paid by the Association and shall be included in the assessment for common expenses. The Association shall have full authority as agent for the insureds to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association, and institutional first mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. Each Member shall be responsible for insuring all improvements and potential liability events occurring within its own Individual Condominium Project. Notwithstanding the foregoing, any insurance otherwise required to be maintained by the Members by the terms hereof may be included in the insurance coverage purchased by the Association and paid for as part of the common expenses, if so authorized by the Board and approved by the affirmative vote of Members holding a majority of the total Voting Interests of the Association Membership.

In the event of a destruction or casualty loss to any of the improvements within the Community Property, all insurance proceeds payable under the Association's policies shall be collected by the Association and used for the immediate repair and reconstruction of the damaged improvements. The Board shall supervise the disbursement of insurance proceeds if the work is to Community Property under its jurisdiction. Any insurance proceeds payable to Community Association that are paid for the repair or reconstruction of condominium property under the jurisdiction of an Individual Condominium Association shall be disbursed to the Board of Directors of that Individual Condominium Association for repair or reconstruction under their supervision. Any repair or reconstruction of Community Property must be substantially in accordance with the plans and specifications for the original improvements, if available, or if not, then according to plans and specifications approved by the Board. If reconstruction in accordance with the original plans and specifications cannot be effectuated due to governmental regulations intervening between the time of original construction and reconstruction, then the Board shall have authority to make such modifications to the construction plans as may be necessary to comply with such changes, as determined by the Board.

The insurance carrier shall not be responsible to ensure that the proceeds are properly applied as provided herein. Upon completion of reconstruction, any insurance proceeds in excess of the amount required for repair or reconstruction shall be added to the Association's general funds. In the event the proceeds are not sufficient to pay the cost of the reconstruction, the Association shall assess additional funds as a part of the common expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against any Member, but if it is determined by the Board that the damage was proximately caused by the gross negligence or willful and wanton misconduct or intentional acts of an Owner, such Owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds, which sum shall be payable by such Owner within 30 days after delivery of written notice of the assessment.

The Board of Directors shall also have the authority to obtain and maintain other insurance that is deemed necessary, including but not limited to, workers compensation coverage, errors and omissions officers and directors' liability insurance coverage, and insurance for the benefit of its employees.

Mortgagees and other lienholders will evidence their acceptance of and consent to the foregoing provisions by the acceptance of their mortgages or perfection of their liens. The provisions of this Paragraph 9 may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

10. **LIABILITY INSURANCE.** The Association shall obtain and maintain public liability insurance covering the Community Property insuring the Association, the Members, and Owners in such amount as the Board may deem appropriate. The premiums for such insurance coverage shall be a part of the common expenses. The Board shall have authority to compromise and settle all claims against the Association or claims made under insurance policies held by the Association. The Members and Owners shall have no personal liability upon any such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Members or Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Member will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about its respective Individual Condominium Project.
11. **RESTRICTIONS UPON USE.** No Owner or Member or any other party shall within any Individual Condominium Project undertake alterations to a building exterior, or the construction of additional improvements, or the painting of existing improvements a color other than as initially developed, without first obtaining the prior written consent of the Board. The Board at its discretion may cause to be promulgated architectural standards to control such work, and the Board may delegate its duties hereunder to an architectural review committee. Except for hurricane shutters installed in accordance with plans and specifications adopted by Association or an Individual Condominium Association, no Owner or Member shall without prior consent of the Board erect any exterior lights or signs; place any signs or symbols in windows or on any balcony or exterior surface; enclose or place any awning or device upon any balcony; tint any window; erect or attach any structures or fixtures outside a unit interior; make any structural additions or

alterations to the Community Property; fasten any objects to the exterior walls; or discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain, or area of the Community so as harmfully to affect any landscaping or plants or pollute the Bay isles or Community drainage system.

12. ASSESSMENTS. The common expenses of the Association shall be payable by annual and special assessments levied by the Board against all Members, based upon the number of Assessable Shares. The Board shall approve annual budgets reflecting anticipated income and common expenses for each fiscal year and thereupon shall levy an annual assessment against each Member. The Board shall have the power to levy special assessments against the Members in accordance with the Bylaws. Payment of any special assessment levied by the Board shall be due on a date which is not less than 60 days following written notice thereof and may be payable in such installments as the Board may specify.

- (a) Assessment. Each Member shall be subject to assessment on the basis of its Assessable Share.
- (b) Delinquent Assessments. Any assessment which is not paid when due shall be subject to a late charge as may be established by resolution of the Board (up to the maximum allowed by law), and also shall bear interest from the due date until paid at the rate of 18 percent per annum or at such other rate as may be established by resolution of the Board (up to the maximum rate allowed by law) . If any assessment is payable in installments and a Member defaults in the payment of an installment, the remaining installments of such assessment may be accelerated by the Association to maturity by giving the defaulting Member 10 days written notice of intent to accelerate unless all delinquent sums are paid within that time.

If any such assessment is not paid within 30 days after the same is due, then the Association may bring suit against the Member on this obligation, and there shall be added to the amount of such assessment the aforementioned late charge, interest, and all collection costs, including reasonable attorney fees incurred by the Association in preparation for and in bringing such action, including appellate proceedings.

13. ASSOCIATION LIEN RIGHTS. To provide an additional means to enforce the collection of any assessment, the Association shall have a lien against every Unit within the defaulting Member's Individual Condominium Project, with the total of the assessment being apportioned equally on a prorata basis to each Unit therein provided however, no lien shall be filed against a Unit if the Owner of that Unit paid the share of the assessment prorated to that Unit, and if a lien is filed against a Unit, the Association must release the lien if the Owner of the Unit pays the share of the assessment prorated to that Unit, including the prorata share of any interest, late charges, costs and fees.

A lien filed hereunder may be enforced by the Association by foreclosure suit in the same manner as a mortgage foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien hereunder, the Association shall be entitled to recover from the Member or Owner the late charge and interest described in Paragraph 12 and all costs and reasonable attorney fees incurred by the Association in preparing, filing, and foreclosing the claim of lien, including appellate proceedings. All such late charges, interest, costs, and attorney fees shall be secured by the lien.

14. EASEMENTS. The respective rights and obligations of the Members, Owners, the Association, and others concerning easements affecting the Community shall include the following:

- (a) Granted to members and owners. Each Member and Owner is hereby granted a nonexclusive perpetual easement: (1) over and across Community Property roadways for ingress and egress to and from the Owner's property; and (2) for any encroachments by an Owner's dwelling unit on adjoining property, including Community Property, which may exist now or in the future by virtue of overhangs, foundation slab or footer underground extensions across property lines, inaccuracies in construction or settlement

or movement of the dwelling unit, recreational facilities, utility lines or otherwise, which encroachments shall be allowed to remain undisturbed until they no longer exist.

- (b) Granted to Utilities. Public and private utility companies furnishing utility services to the Community as of the time of recording of this Declaration were granted a perpetual nonexclusive easement for the construction, installation, maintenance, repair, and replacement of the equipment, structures, and other improvements by which such utility services are respectively provided over, under, across, and through such portion of the Community Property as may be reasonably necessary therefor.
- (c) Granted to and by the Association. There is hereby granted to the Association a perpetual nonexclusive easement across and through the common elements of each Individual Condominium Project for the purpose of maintaining the Community Property. The Association shall have the right to grant easements under, over, across, and through the Community Property to such persons or entities and for such purposes as the Association board of directors may deem appropriate by recording in the Public Records of Sarasota County, Florida, an instrument duly executed by the president or vice president of the Association.

The use of any easement granted under the provisions of this paragraph shall not include the right to disturb any building or structure, and any damage caused to same shall be repaired at the expense of the party causing such damage. In the event a party's use of an easement granted pursuant to the terms hereof causes a disturbance of the surface of the land, then the roadways, grass, landscaping, and other improvements which are disturbed thereby shall be restored promptly by such party as nearly as possible to their prior condition.

- 15. UNIT NO. 6 - BAY ISLES. The Community Property is included within Parcel HR-A in Bay Isles, Unit No. 6, recorded in Plat Book 30, Page 28, Public Records of Sarasota County, Florida, and is subject to all matters set forth on said plat.
- 16. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default by a Member, Owner, or occupant of any Unit, in complying with the provisions and requirements of this Declaration, the Articles of Incorporation, the Bylaws, and such regulations and rules as may be promulgated by the Board, shall entitle the Association to injunctive relief or money damages or both. In any such legal or equitable action or proceeding in which the Association is the prevailing party, the Association shall be entitled to recover its costs and reasonable attorneys' fees, including reasonable attorneys' fees for appellate proceedings.
- 17. DURATION. The provisions of this Declaration shall run with and bind all of the property in the Community and shall inure to the benefit of and be enforceable by the Association, Individual Condominium Associations, and each Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of 99 years from the date this Declaration was originally recorded, after which time the provisions of this Declaration shall be automatically extended for successive periods of 10 years each unless prior to the commencement of any such 10-year period: (1) Members holding at least two-thirds of the total Voting Interests of the Association Membership approve the termination of the provisions of this Declaration, and (2) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Association and recorded in the Public Records of Sarasota County.
- 18. AMENDMENTS. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board, or by not less than twenty (20%) percent of the total Voting Interests of the Members.

The provisions of this Declaration may be amended by affirmative vote of Members holding at least two-thirds of the total Voting Interests of the Association Membership, except that provisions relating to sharing of common expenses, rights of institutional first mortgagees, and voting rights of Members may be amended only with the written consent of all persons or entities adversely

affected thereby. Amendments to the Association's Articles of Incorporation and Bylaws may be made in the manner provided therein and shall not be subject to the requirements set forth herein for amendments to the provisions of this Declaration. Amendments to this Declaration which would affect the surface water management system must have the prior approval of the Southwest Florida Water Management District.

No amendment shall be effective unless it is in writing, executed by the Association president or vice president with the formalities required for a conveyance of real property in the State of Florida, and recorded' in the Public Records of Sarasota County. Any amendment so executed and recorded shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration and the Association's Articles of Incorporation and Bylaws. It shall not be necessary for the individual Members, Owners, or holders of recorded liens thereon to join in the execution of any amendment, except as specifically provided herein.

All amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein and shall take effect immediately upon recordation in the Public Records of Sarasota County.

- 19. BINDING EFFECT. All provisions of this Declaration shall be enforceable as covenants and equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until this Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities; the plural number shall include the singular and the singular shall include the plural.
- 20. SEVERABILITY. If any provision of this Declaration or the incorporation herein by reference of the Association's Articles of Incorporation or Bylaws, or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid by a court of competent jurisdiction, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.
- 21. WAIVER. Failure of the Association to insist upon strict performance of any provision of this Declaration shall not be deemed to be a waiver of such provision unless the Association has executed in writing a waiver thereof. Any such written waiver of any provision of this Declaration by Association shall not constitute a waiver of such provision as to other situations.

The Association, by and through its Board of Directors, hereby certifies the accuracy of the recitals herein and executes this Amended and Restated Declaration this 7 day of ~~December, 2007~~ Jan 2008

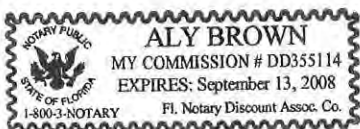
Aly Brown
 Witness signature
Aly Brown
 Print name of witness
Michael Bogdan
 Witness signature
Michael Bogdan
 Print name of witness

Grand Bay/LBK Community Association, Inc.
Fred Howard
 By: Fred Howard, President
William Lutes
 Attest: William Lutes, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 7 day of ~~December, 2007~~ Jan. 2008 by Fred Howard, as President, and by William Lutes, as Secretary of Grand Bay/LBK Community Association, Inc., on behalf of the Association. They are personally known to me or have produced _____ as identification. If no type of identification is indicated they are personally known to me.

Aly Brown
Notary Public



**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
GRAND BAY/LBK COMMUNITY ASSOCIATION, INC.**

WHEREAS, the original Articles of Incorporation of Grand Bay/LBK Community Association, Inc. were filed with the Florida Department of State on October 7, 1994, and recorded in Official Records Book 2602, Page 2093, Public Records of Sarasota County, Florida, and

WHEREAS, these Amended and Restated Articles of Incorporation contain amendments to all the Articles, and

WHEREAS, the Board of Directors approved the amendments and these Amended and Restated Articles of Incorporation at a duly noticed and convened Board meeting held on Oct. 30, 2007, and

WHEREAS, not less than a majority of the Voting Interests of the entire membership of the Association approved the amendments and these Amended and Restated Articles of Incorporation at a duly noticed and convened membership meeting held on December 13, 2007, and

WHEREAS, the number of membership votes cast for the amendments were sufficient for approval under the corporation documents and applicable law, and

NOW THEREFORE, the following are adopted as the Amended and Restated Articles of Incorporation of Grand Bay/LBK Community Association, Inc.

**ARTICLE I
NAME OF CORPORATION AND PRINCIPAL ADDRESS**

1.1 Name and Address. The name of this corporation is Grand Bay/LBK Community Association, Inc. (herein referred to as the "Association"). The principal office shall be located at 3060 Grand Bay Blvd., Longboat Key, Florida 34228. The Directors may change the location of the office.

**ARTICLE II
PURPOSES**

2.1 Purpose. The general nature, object and purposes of the Association are:

(a) To accept and hold title to, and manage and administer the use of, the Community Property, which property is located in Sarasota County, Florida, and is more particularly described in that certain document entitled "Declaration of Master Covenants for Grand Bay Community," which is recorded in the Public Records of Sarasota County, Florida (Declaration). All words and terms used herein that are defined in the Declaration shall be used herein with the same meanings as defined in the Declaration.

(b) To manage, operate, maintain and control the usage of all land and water areas and improvements intended for the common usage of Owners in Grand Bay.

(c) To take such action as may be deemed appropriate to promote the health, safety and welfare of the Owners within Grand Bay.

(d) To provide, purchase, acquire, replace, improve, maintain, and/or repair all improvements of the Community Property including, without limitation, buildings, structures, streets, recreational areas, sidewalks, street lighting, landscaping, equipment, furniture and furnishings, both real and personal, related to the promotion of the health, safety and social welfare of the Owners in Grand Bay

as the Board in its discretion may determine necessary or appropriate.

(e) If authorized by Bay Isles Association, Inc. and the Individual Condominium Associations, to represent all of the Members at meetings of Bay Isles Association, Inc.

(f) To the extent applicable, to carry out all the duties and obligations assigned to it as a Neighborhood Property Owners Association under the terms of the Declaration of Maintenance Covenants and Restrictions on the Commons for Bay Isles, as amended from time to time.

(g) To furnish or otherwise provide for privacy services, fire protection and such other services as the Board in its discretion determines necessary or appropriate, and to provide the capital improvements and equipment related thereto.

(h) To undertake and carry out all of the duties and obligations which may be assigned to it as the Association under the terms and provisions of the Declaration.

(i) To operate without profit and for the sole and exclusive benefit of Owners in Grand Bay.

ARTICLE III GENERAL POWERS

3.1 Powers. The Association shall have all the powers and duties set forth in the Declaration, the laws of the State of Florida and these Articles of Incorporation, along with all the powers and duties reasonably necessary to maintain and manage the Association pursuant to the Declaration as it may be amended from time to time, including but not limited to the following:

(a) To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

(b) To establish a budget and to fix assessments to be levied against the Members pursuant to the Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements.

(c) To enter into agreements with the Individual Condominium Associations for the collection of such assessments.

(d) To place liens against Units for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue for the operation of the Association's business.

(e) To hold funds solely and exclusively for the benefit of the Owners in Grand Bay for the purposes set forth in these Articles of Incorporation.

(f) To adopt, promulgate and enforce rules, regulations, Bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

(g) To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board.

(h) To charge recipients of services rendered by the Association and users of property of the Association as deemed appropriate by the Board.

(i) To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Association.

(j) Subject to limitations as may be set forth in the Bylaws, to borrow money for the acquisition of property or for any other lawful purposes of the Association, and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for borrowed monies, and to secure the payment of such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the real or personal property, or property rights or privileges, of the Association wherever situated.

(k) To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association, the terms and provisions of the Declaration, and, wherever applicable or appropriate, the terms and provisions of any restrictions applicable to any portion of Grand Bay.

(l) In general, to have all powers that are or may be conferred upon a condominium association and a corporation not for profit by the laws of the State of Florida and the common law, except as prohibited herein.

(m) To protect, maintain, repair, replace and operate the surface water management system within Grand Bay, including easement areas, drainage facilities, ditches, retention and detention ponds, landscape buffers, wetland mitigation areas, and preservation easements in accordance with the lawful governmental authority, including but not limited to governmental regulations imposed by the Southwest Florida Water Management District and Sarasota County.

3.2 Limitation on Exercise of Power. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws of the Association.

ARTICLE IV MEMBERS

4.1 Members. The Members of the Association shall consist of the six (6) Individual Condominium Associations.

4.2 Limitation on Transfer of Shares of Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner.

ARTICLE V ASSESSMENTS AND VOTING

5.1 Each Member shall be entitled to a number of votes equal to the Assessable Shares within that Member's respective Individual Condominium Project as follows:

Grand Bay I	56
Grand Bay II	56
Grand Bay III	56
Grand Bay IV	56
Grand Bay V	24
Grand Bay VI	24

5.2 Unless otherwise provided in the Declaration, these Articles of Incorporation, the

Bylaws of the Association, or the condominium documents applicable to each Individual Condominium Project, each Member shall be represented at membership meetings by a representative of the Individual Condominium Association (the Member Voting Representative), which Member Voting Representative shall be the person elected from the Individual Condominium Association as a Director of Community Association, it being the intent hereof that such person shall serve in two capacities: as a director of Community Association and as the Member Voting Representative from the Individual Condominium Association.

5.3 Unless otherwise provided in the Declaration, these Articles of Incorporation, the Bylaws of the Association, or the condominium documents applicable to each Individual Condominium Project, the Member Voting Representative shall cast votes at membership meetings of the Association as directed by the Board of Directors of the Individual Condominium Association. The Association may request confirmation that a board meeting has taken place to authorize the vote of the Member Voting Representative. The Association may rely upon minutes of the board meeting provided by the Member Voting Representative unless the Association has knowledge of conflicting information or other reasonable basis to question the authority of the Member Voting Representative to vote on a matter presented to the membership of the Association.

ARTICLE VI BOARD OF DIRECTORS

6.1 The affairs of the Association shall be managed by a Board of Directors consisting of six (6) Directors.

6.2 Each Individual Condominium Association shall have the right to elect one member of the Board, which Board Member shall be elected by the Members of that Individual Condominium Association as provided in the condominium documents for that Individual Condominium Association.

6.3 Director terms shall be established in accordance with the Bylaws.

6.4 Any director may be removed from office with or without cause by vote of a majority of the total Voting Interests of the Association Members.

ARTICLE VII CORPORATE EXISTENCE

7.1 Term. The Association shall have perpetual existence.

ARTICLE VIII BYLAWS

8.1 Bylaws. The Bylaws may be altered, amended or rescinded as provided in the Bylaws.

ARTICLE IX AMENDMENT TO ARTICLES OF INCORPORATION

9.1 Amendments to these Articles shall be proposed and adopted in the following manner:

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

9.3 A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board of Directors, or by not less than twenty (20%) percent of the total Voting Interests of the Members.

9.4 Except as otherwise required by law, a proposed amendment to these Articles of incorporation shall be adopted if it is approved by vote of not less than two-thirds of the total Voting Interests of the Members.

9.5 An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Sarasota County, Florida.

9.6 Limitation on Amendments. No amendment shall be made that is in conflict with Chapters 617 or 718, Florida Statutes.

ARTICLE X REGISTERED OFFICE AND REGISTERED AGENT

10.1 Address and Registered Agent. The registered office of the corporation shall be at 595 Bay Isles Road, Suite 200, Longboat Key, Florida 34228 and the registered agent at such address shall be Beth Callans Management Corporation. The Board may change the registered office or agent from time to time as permitted by law.

ARTICLE XI INDEMNIFICATION OF OFFICERS AND DIRECTORS

11.1. Indemnity. The Association shall indemnify any person serving as a director, officer, or committee member to the fullest extent permitted under Section 607.0850, Florida Statutes.

11.2 Additional Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, agreement, vote of a majority of the voting interests of the members or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

11.3 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article to the contrary, the provision herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

ARTICLE XII DISSOLUTION OF THE ASSOCIATION

12.1 Expiration of Term. Upon expiration of the Declaration, the Association may be dissolved upon a resolution to that effect being approved by two-thirds of the Voting Interests of the Association Members, and upon compliance with any applicable laws then in effect.

12.2 Distribution of Assets. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(a) Any property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority, including but not

limited to the stormwater management system, may be dedicated to such authority provided the authority is willing to accept the dedication. Provided further, that the stormwater management system may be dedicated instead to Bay Isles Association, Inc.

(b) All remaining assets, or the proceeds from the sale of such assets, shall be distributed among the Members in proportion to the Assessable Shares of each Member.

The recitals set forth in these Amended and Restated Articles of Incorporation are true and correct and are certified as such by the Board of Directors this 7 day of January, ~~2007~~ 2008

Grand Bay/LBK Community Association, Inc.

Fred Howard
By: Fred Howard, President

**BYLAWS
OF
GRAND BAY/LBK COMMUNITY ASSOCIATION, INC.**

WHEREAS, the original Bylaws of Grand Bay/LBK Community Association, Inc. were recorded in Official Records Book 2602, Page 2112, et seq., and rerecorded in Official Records Book 2602, Page 2103, et seq., both of the Public Records of Sarasota County, Florida, and

WHEREAS, these Amended and Restated Bylaws were adopted by not less than a majority of the entire membership of the Board of Directors at a meeting held on Oct 30, 2007, and

WHEREAS, not less than a majority of the Voting Interests of the entire membership of the Association approved the amendments and these Amended and Restated Bylaws at a duly noticed and convened membership meeting held on December 13, 2007.

NOW THEREFORE, the following are adopted and recorded as the Amended and Restated Bylaws of Grand Bay/LBK Community Association, Inc.

**ARTICLE I
IDENTITY AND DEFINITIONS**

1.1 Identity. The Association has been organized for the purpose of ownership, operation, improvement and management of certain of the Community Property of the development known as "Grand Bay/LBK", to enforce the Declaration described below, and to promote the health, safety and welfare of the owners of property within said development. The terms and provisions of these Bylaws are expressly subject to the Articles of Incorporation of the Association and to the terms, provisions, conditions and authorizations contained in "Declaration of Master Covenants for Grand Bay Community," which is recorded in the Public Records of Sarasota County, Florida (Declaration).

1.2 Definitions. All words and terms used herein that are defined in the Declaration shall be used herein with the same meanings as defined in the Declaration.

**ARTICLE II
LOCATION OF PRINCIPAL OFFICE**

2.1 Office. The principal office of the Master Association shall be located at 3060 Grand Bay Blvd., Longboat Key, Florida 34228, or at such other place as may be established by resolution of the Board of Directors of the Master Association.

**ARTICLE III
MEMBERSHIP, VOTING, QUORUM AND PROXIES**

3.1 Members. The Members of the corporation shall consist of the six (6) condominium associations that are Individual Condominium Associations.

3.2 Annual Meeting. An annual meeting of the Members of the Association shall be held each year. The Board of Directors shall designate the date, time, and place of the annual meeting.

3.3 Special Meetings. Special meetings of the Members shall be held when directed by the President or the Board of Directors or when requested in writing by Members representing twenty percent (20%) of the Voting Interests of the Association Members. A meeting requested by the Members shall be called for a date not less than fourteen (14) nor more than forty-five (45) days after the request is delivered

to the President. The call for a Meeting shall be issued by the Secretary unless the President or Board of Directors or Members requesting the meeting designate another person to do so. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3.4 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 Association mails or delivers a letter or similar communication to each Member that explains the proposed action. The communication shall include a form of consent to permit each Member to consent to the proposed action, and instructions on consent procedures. The 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 Secretary within sixty (60) 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 held on the sixtieth (60th) day. Within ten (10) 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.

3.5 Place and Attendance. Meetings of the Members shall be held at the office of the Association or at such other place in Sarasota County, Florida as determined by the Board of Directors. Owners shall have the right to attend and participate at all Member meetings.

3.6 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 Community 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 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 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 Association. Each Member bears the responsibility of notifying the Association of any change of address. The posting and mailing of the notice shall be affected 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.

3.7 Voting. Every Member entitled to vote at a meeting of the Members is entitled to one vote for each of the Members' Assessable Shares on each proposal presented at the meeting, and a simple majority of the Voting Interests shall rule.

3.8 Quorum. The Members entitled to vote a majority of the Voting Interests shall constitute a quorum at a meeting of the Members unless a larger number is required by law, the Articles, these Bylaws, or the Declaration, in which case the number so required is a quorum.

3.9 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any Member

entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Member executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Except as specifically otherwise provided in this paragraph, Members may not vote by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Declaration, the Articles of Incorporation, or Bylaws; and for any other matter which the Florida Condominium Act requires or permits a vote of the Members. 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 proxy appearing to have been transmitted by the proxy giver, including a facsimile or equivalent reproduction of a proxy is a sufficient proxy. Members may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Member's intent to cast a proxy vote and ratifying the vote cast by the proxy.

3.10 Adjournments. If a quorum is not present at a called meeting, the presiding Officer may adjourn it from time to time without notice other than by announcement at the meeting until a quorum attends. Any business may be transacted at a meeting resumed after adjournment that might have been transacted at the meeting as originally noticed.

3.11 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) 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) Calling of the roll, certifying of proxies, and determination of a quorum, or in registration procedures establishing the Members represented in person, by proxy;
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes, or waiver of reading and acceptance thereof;
- (f) Reports of officers;
- (g) Reports of committees;
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

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

3.12 Minutes of Meeting. The minutes of all meetings of Members shall be kept available for inspection by Members and Owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting

must be reduced to written form within thirty (30) days after the meeting date.

ARTICLE IV BOARD OF DIRECTORS

4.1 Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Declaration, the Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such is specifically required.

4.2 The affairs of the Association shall be managed by a Board of Directors consisting of six Directors, each of whom shall have one (1) vote.

4.3 Director Elections and Terms. Each Individual Condominium Association shall have the right, in the manner provided in the condominium documents for that Individual Condominium Association, to elect one Director and to fill the vacancy on the Board caused by the death, resignation, removal or other termination of services of its Director. The Directors elected in 2008 from Grand Bay I, III, and V shall serve a one-year term and the Directors elected in 2008 from Grand Bay II, IV, and VI shall serve a two-year term. Commencing in 2009, all directors shall be elected to two-year terms, so that Directors from Grand Bay I, III, and V are elected in odd-numbered years and Directors from Grand Bay II, IV, and VI are elected in even-numbered years, provided however, that the Board of Directors shall have the authority to temporarily assign a one or two year term to one or more director positions if necessary to implement or continue a scheme of staggering the Board, to promote continuity of leadership, so that one-half of the Board members are elected each year. A replacement Director shall serve for the unexpired term of his or her predecessor in office.

4.4 Quorum and Voting. A quorum at directors' meetings shall consist of a majority of the entire Board. 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, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these Bylaws. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.

4.5 Place. Meetings of the Board shall be held at the office of the Association or at such other place in Sarasota County, Florida as determined by the Board of Directors.

4.6 Regular Meetings. Regular meetings of the Board shall be held at a location and at such times as shall be determined by a majority of the Directors. Except for meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board shall be open to all Members and Owners who may participate in accordance with written policy which may be established by the Board from time to time. Notice of such meetings shall be posted at a designated location at the Community at least forty-eight (48) continuous hours in advance for the attention of the Members, 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 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 will be considered shall be provided to the Owners via one of the methods set forth in Section 3.6 of these Bylaws and posted at a designated location on the Community not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice, and filed with the official records of the Association.

4.7 Special Meetings. Special meetings of the Directors may be called by the President, or Vice

President, and must be called by the President or Secretary at the written request of a majority of the Directors. Special meetings of the Board shall be noticed and conducted in the same manner as provided herein for regular meetings.

4.8 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to Directors personally or by mail, telephone, email, or by facsimile transmission which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the 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.

4.9 Adjourned Meetings. If at any 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. Any business that might have been transacted at the meeting as originally called may be transacted at the reconvened meeting without further notice.

4.10 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) Proof of due notice of meeting;
- (d) Calling of the roll and determination of a quorum,
- (e) Reading and disposal of any unapproved minutes, or waiver of reading and acceptance thereof;
- (f) Report of officers and committees;
- (g) Election of officers;
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

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

4.11 Powers. The Board has the following powers:

- (a) To enter into all contracts necessary and proper for the business of the Association.
- (b) To buy, hold, sell and convey corporate property.
- (c) To disburse assessments for the purposes of the Association.

- (d) To do everything necessary and proper to accomplish the objects enumerated in the Articles of Incorporation, the Declaration or necessary or incidental to the benefit and protection of the Association.
- (e) To employ, dismiss and control personnel required to operate the Association.
- (f) To call meetings of the Members.
- (g) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient.
- (h) To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board.
- (i) To adopt and publish rules and regulations governing the use of the Community Property, including reasonable use charges if deemed appropriate.
- (j) To appoint such committees as the President or a majority of the Board may desire and to grant to such committees such duties and responsibilities as the Board may deem advisable. Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the 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 Owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.
- (k) To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members or Owners in the Declaration or the Articles of Incorporation.
- (l) To act as the Neighborhood Property Owners Association under the Bay Isles Restrictions.
- (m) To levy fines against Owners for violations of the rules, regulations and restrictions established by the Association to govern the conduct of Owners, guests, visitors or occupants. The Board of Directors may levy a fine against a Owner, not to exceed the maximum amount permitted by law, for each violation by the Owner, or his or her tenants, guests or visitors, of the Declaration, Articles, Bylaws, or rules or regulations, and a separate fine for each repeat or continued violation, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

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

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Bylaws, or Rules or Regulations which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) Owners appointed by the Board, none of whom may then be serving as a director, officer or employee of the Association, or be a spouse, parent, child, brother, or sister of an officer, director, or employee. If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied.

(n) To borrow money from an insured institutional lending institution on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Community Property, or to address an emergency situation, and granting mortgages and/or security interests in Community Property, provided, however, that the consent of at least two-thirds (2/3rds) of the total Voting Interests of the Association Members shall be required for the borrowing of any sum in excess of ten percent (10%) of the annual budget of the Association, including reserves.

(o) To contract for the management and maintenance of the Community Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the common elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles of Incorporation or these Bylaws, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

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

(p) To convey a portion of the Community Property to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

(q) To expend not more than three (3%) percent of the operating portion of the Association budget for social activities, including without limitation; compensation paid to a social director; parties held for the benefit of owners, residents, and employees of the Association; get well cards; flowers; and similar social activities, all of which shall be a common expense of the Association.

4.12 Duties. It shall be the duty of the Board:

- (a) To cause to be kept a complete record of all its acts and corporate affairs.
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
- (c) With reference to assessments of the Association:
 - (1) To fix the amount of the assessment against each Member for each fiscal year in accordance with the provisions of the Declaration; and
 - (2) To prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member or Owner; and
 - (3) To send written notice of each assessment to every Member entitled thereto.
- (d) To issue or to cause an appropriate officer to issue, upon demand by any Member or Owner, a certificate in recordable form setting forth where any assessment has been paid; and, if not, the amount then due and owing. Such certificate shall, in the absence of fraud, be conclusive evidence of payment of any assessment therein stated to have been paid.
- (e) To make payment of all ad valorem taxes assessed against Community Property.
- (f) To pay all expenses incurred by the Association for repairs, maintenance, services, insurance and other operating expenses.
- (g) To enforce by appropriate legal means the provisions of the Declaration, the Articles of Incorporation and these Bylaws.

4.13 Directors' Fees. No fees, or other compensation, shall be paid to Directors for their services. However, Directors may be reimbursed for expenses paid by them on behalf of the Association.

ARTICLE V OFFICERS

5.1 Officers. The Association shall have a President, a Vice President, a Secretary and a Treasurer. The Officers shall be elected by the Board at the first meeting of Directors after the annual meeting of Members each year and shall serve until their successors are chosen and qualify. The President and Vice President must be Directors. All other officers and agents shall be elected, serve the terms and have the duties that the Board prescribes. A person may hold more than one office except the President shall not also be the Secretary. No person holding more than one office shall execute an instrument in the capacity of more than one office. The Board, by a vote of a majority of the Directors, may at any time remove any officer with or without cause.

5.2 Vacancy. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board for the unexpired portion of the term.

5.3 President. The President is the chief executive officer of the Association. The President 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 manage the business affairs of the Association and appoint Committees

subject to the directions of the Board, and shall preside at meetings of the Members and the Board.

5.4 Vice President. The Vice President shall act as President in the absence or inability to serve of the President and perform the other duties prescribed by the Board.

5.5 Secretary. The Secretary shall have custody of and maintain all the corporate records except the financial records, shall record the minutes of meetings of the Board or Members, send notices of meetings required to be sent by him, have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed and perform the other duties prescribed by the Board.

5.6 Treasurer. The Treasurer shall have custody of corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements in accordance with good accounting practices and render account of them when required by the President or Board and at the annual meeting of Members, and shall perform the other duties prescribed by the Board.

5.7 Compensation. Officers shall receive no compensation for their services.

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.

ARTICLE VI EMERGENCY BOARD POWERS.

6.1 In the event of any "emergency" as defined in Section 6.1(g) below, the Board may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

- (a) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (c) During any emergency the Board may hold meetings with notice given only to those directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such a meeting shall constitute a quorum.
- (d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.
- (e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of the willful misconduct.
- (f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

- (g) For purposes of this Section only, an "emergency" exists only during a period of time that Grand Bay/LBK, or the immediate geographic area in which the community is located, is subject to:
- (1) a state of emergency declared by local civil or law enforcement authorities;
 - (2) a hurricane warning;
 - (3) a partial or complete evacuation order;
 - (4) federal or state "disaster area" status; or
 - (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the subdivision, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

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

ARTICLE VII FISCAL MANAGEMENT

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

7.1 The fiscal year of the Association shall be the calendar year.

7.2 Budget. The Board of Directors shall adopt a budget for each fiscal year that includes the estimated funds needed to pay all expenses required to be paid by the corporation, these Bylaws or any contract of the Association. Copies of the budget and proposed assessments shall be transmitted to each Member at least 14 days before the Board meeting at which the budget is adopted. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each Member on or before the Board meeting at which the amended budget will be considered.

7.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to operating expenses, the proposed budget must include provisions for funding reserve accounts for capital expenditures and deferred maintenance, as required by law. These accounts shall include roof replacement, building painting, and pavement resurfacing for any Community Property. They shall also include any other planned or foreseeable capital expenditures or deferred maintenance item with a current estimated cost of \$10,000 or more. Funding formulas for reserves shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets in such manner as is required from to time in rules and regulations adopted by the Department of Business and Professional Regulation. These reserves must be funded unless the Members subsequently determine, by vote of not less than a majority of the Voting Interests represented at a duly noticed and convened membership meeting, to fund no reserves, or less than adequate reserves, for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Members as required in Section 7.2 above, in which case, such waiver shall be retroactive to the beginning of the fiscal year upon which the vote was taken. The funds in a reserve account established under this Section 7.3, and all interest earned on the account, shall be used only for the purposes for which the reserve account is established, unless use for another purpose is approved in advance by not less than a majority of the Voting Interests represented at a duly noticed and convened membership meeting.

7.4 Operating Reserves. In addition to the statutory reserves described in Section 7.3 above, or in place of them if the Members so vote, the Board may establish one or more additional reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.

7.5 Assessments. The Board shall assess Members for their shares of the budget by January 1st of each fiscal year. If an assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment until changed by an amended assessment. If the assessment is insufficient, the Board may amend the budget and provide notice of the new assessment. The unpaid assessment for the remaining part of the fiscal year for which the amended assessment is made shall be paid in the manner specified by the Board. If the Board fails to include a proper item of expense in the budget and amends the budget to include the item, a proper additional assessment shall be made. Assessments may be rounded off to the nearest largest dollar amount. Notice of the amount of the assessment of a Member shall be mailed or delivered promptly to the Member at the address shown on the records of the Association. The annual assessment shall be paid quarterly in advance on January 1st, April 1st, July 1st and October 1st, of each year.

7.6 Special Assessments. Special assessments may be imposed by the Board to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 4.6 of these Bylaws; and the notice that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the Members as provided by law.

7.7 Member Share of Assessments. Each Member shall be assessed according to the number of Assessable Shares assigned to it.

7.8 Interest; Application of Payments. Assessments and installments of such assessments paid on or before fifteen (15) days after the date when due shall not bear interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at the highest rate allowed by law, per annum, from the date when due until paid and shall be subject to a late charge. All payments upon account shall be first applied to interest, then to the late charges, expenses, and fees, and then to the assessment payment first due. All interest and late charges collected shall be credited to the general expense account.

7.9 Lien Rights. Every Owner shall pay his or her proportionate share of any assessment levied on the Individual Condominium Association of which that Owner is a member. If any Owner shall fail or refuse to make any such payment when due, the amount thereof shall constitute a lien on the Unit of such Owner. The Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Declaration, the Articles of Incorporation, these Bylaws, and rules and regulations of the Association or as otherwise available at law or in equity, for the collection of all unpaid assessments. The lien for unpaid assessments of the Association shall be superior to all other liens, including that of the Member in which the Unit is located, except that the lien will be inferior only to a recorded first mortgage held by an institutional first mortgagee. The lien for unpaid assessments shall also secure interest, late charges, reasonable attorneys' fees and costs incurred by the Association incident to the collection of such assessment or enforcement of such lien.

7.10 Fidelity Bonds. The President, Secretary and Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premium on such bonds is a common expense.

7.11 Financial Reports. In accordance with Section 718.111(13) of the Condominium Act, not later than June 1 of each year, the Board shall, as a minimal requirement, distribute to the Owners a report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board must, if required by law and not waived by the Members, and may otherwise, in their discretion, engage a CPA and have a more comprehensive analysis accomplished, which shall be mailed or delivered to the Owners not later than June 1 of each year in lieu of the financial report referenced above. In lieu of the distribution of financial reports as provided herein, the Association may mail or deliver each Owner not later than June 1 of each year a notice that a copy of the financial report will be mailed or hand delivered to the Owner, without charge, upon receipt of a written request from the Owner.

7.12 Depository. The depository of the Association shall be such bank, banks or other federally insured depository, in the State, as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited not to exceed the amount of federal insurance available for any account. Withdrawal of monies from those accounts shall be made only by such person or persons authorized by the Board. All funds shall be maintained separately in the Association's name. Provided, nothing herein shall restrict the Board from making prudent investments consistent with their fiduciary duty.

7.13 Compensation. The Board shall determine the compensation to be paid to Association employees. Employees, Directors, and officers may be reimbursed for expenses paid by them on behalf of the Association.

ARTICLE VIII RESIDENT AGENT

8. Resident Agent. The Association shall maintain an office in Florida with a Resident Agent at it on whom process may be served. The resident agent may be an individual or a corporation. When a change of the office or resident agent is made, the President shall promptly notify the officer designated by law of the change.

ARTICLE IX RULES AND REGULATIONS

9.1 Proposal of Regulations. The Board shall propose Rules and Regulations, which shall apply equally to all users of the Community Property whether or not such user shall be a Member, Owner, tenant or guest of a Member or Owner.

9.2 Approval. Upon approval by the Board the Rules and Regulations shall be provided to each Member and Owner, and shall be posted in a manner as to provide ready reference by the users of the facilities.

ARTICLE X AMENDMENTS

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

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

10.3 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board, or by not less than twenty (20%) percent of the total Voting Interests of the Association Members.

10.4 Adoption. Except as otherwise required by law, a proposed amendment to these Bylaws

shall be adopted if it is approved by vote of not less than a two-thirds of the total Voting Interests of the Members.

10.5 Certificate and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County.

ARTICLE XI PARLIAMENTARY PROVISIONS

11.1. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Corporate Act, the Condominium Act, case law, the Declaration, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board to regulate the participation of Members and Owners at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations.

ARTICLE XII SUMMARY OF VOTING REQUIREMENTS

12.1 General Voting Requirements. As stated in Section 4.1 of these Bylaws, all of the powers and duties of the Association existing under the Declaration, the Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors subject to approval by Members only when such is specifically required.

12.2 Summary of Member Voting Requirements. Subject to special voting requirements that may be imposed or mandated by law, Member voting is required on the following issues:

- (a) Amendments. Not less than two-thirds of the total Voting Interests must approve any amendments to the Declaration, Articles of Incorporation, or these Bylaws. See Section 18 of the Declaration, Article IX of the Articles of Incorporation, and Section 10.4 of these Bylaws.
- (b) Termination of Declaration. Not less than two-thirds of the total Voting Interests must approve the termination of the Declaration. See Section 17 of the Declaration.
- (c) Alterations, Additions or Improvements. Not less than a majority of the total Voting Interests must approve alterations, additions or improvements to the Community Property, or the acquisition of additional lands, if the cost will exceed 15% of the annual Association budget. See Section 8(i) of the Declaration.
- (d) Borrowing. Not less than two-thirds of the total Voting Interests must approve any loan that exceeds 10% of the annual budget. See Section 4.11(n) of the Bylaws.
- (e) Insurance. Not less than a majority of the total Voting Interests must approve the decision to obtain blanket insurance whereby part or all of the insurance that must be obtained by an Individual Condominium Association is obtained by the Community Association. See Section 9 of the Declaration.
- (f) Remove Board Member. Not less than a majority of the total Voting Interests must vote to remove any person serving as a board member of the Community Association. See Article 6.4 of the Articles of Incorporation.

- (g) Reserves. Not less than a majority of the Voting Interests represented at a Member meeting is required to vote to reduce or waive statutory reserve funding if less than full reserves are to be funded in any fiscal year. See Section 7.3 of these Bylaws.
- (h) Financial Reporting. Not less than a majority of the Voting Interests represented at a Member meeting is required to vote to waive statutory financial reporting requirements if a lower level of financial reporting is elected for any fiscal year. See Section 7.11 of these Bylaws.

**ARTICLE XIII
MISCELLANEOUS PROVISIONS**

13.1 Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

13.2 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

13.3 Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.

The foregoing were adopted as the Bylaws of Grand Bay/LBK Association, Inc. at a meeting of the Board of Directors held on the 7 day of January, 2007. 2008

Grand Bay/LBK Community Association, Inc.



By: Fred Howard, President



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 30, 2008

CHAD M. MCCLENATHEN
HANKIN, PERSSON, DAVIS, MCCLENATHEN
1820 RINGLING BLVD
SARASOTA, FL 34236

Re: Document Number N94000004933

The Amended and Restated Articles of Incorporation for GRAND BAY/LBK COMMUNITY ASSOCIATION, INC., a Florida corporation, were filed on January 25, 2008.

The certification you requested is enclosed.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Tina Roberts
Regulatory Specialist II
Division of Corporations

Letter Number: 808A00006343

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on January 25, 2008, for GRAND BAY/LBK COMMUNITY ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N94000004933.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirtieth day of January, 2008




Kurt S. Browning
Secretary of State

COPY

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
GRAND BAY/LBK COMMUNITY ASSOCIATION, INC.**

WHEREAS, the original Articles of Incorporation of Grand Bay/LBK Community Association, Inc. were filed with the Florida Department of State on October 7, 1994, and recorded in Official Records Book 2602, Page 2093, Public Records of Sarasota County, Florida, and

WHEREAS, these Amended and Restated Articles of Incorporation contain amendments to all the Articles, and

WHEREAS, the Board of Directors approved the amendments and these Amended and Restated Articles of Incorporation at a duly noticed and convened Board meeting held on Oct 30, 2007, and

WHEREAS, not less than a majority of the Voting Interests of the entire membership of the Association approved the amendments and these Amended and Restated Articles of Incorporation at a duly noticed and convened membership meeting held on December 13, 2007, and

WHEREAS, the number of membership votes cast for the amendments were sufficient for approval under the corporation documents and applicable law, and

NOW THEREFORE, the following are adopted as the Amended and Restated Articles of Incorporation of Grand Bay/LBK Community Association, Inc.

**ARTICLE I
NAME OF CORPORATION AND PRINCIPAL ADDRESS**

1.1 Name and Address. The name of this corporation is Grand Bay/LBK Community Association, Inc. (herein referred to as the "Association"). The principal office shall be located at 3060 Grand Bay Blvd., Longboat Key, Florida 34228. The Directors may change the location of the office.

**ARTICLE II
PURPOSES**

2.1 Purpose. The general nature, object and purposes of the Association are:

(a) To accept and hold title to, and manage and administer the use of, the Community Property, which property is located in Sarasota County, Florida, and is more particularly described in that certain document entitled "Declaration of Master Covenants for Grand Bay Community," which is recorded in the Public Records of Sarasota County, Florida (Declaration). All words and terms used herein that are defined in the Declaration shall be used herein with the same meanings as defined in the Declaration.

(b) To manage, operate, maintain and control the usage of all land and water areas and improvements intended for the common usage of Owners in Grand Bay.

(c) To take such action as may be deemed appropriate to promote the health, safety and welfare of the Owners within Grand Bay.

(d) To provide, purchase, acquire, replace, improve, maintain, and/or repair all improvements of the Community Property including, without limitation, buildings, structures, streets, recreational areas, sidewalks, street lighting, landscaping, equipment, furniture and furnishings, both real and personal, related to the promotion of the health, safety and social welfare of the Owners in Grand Bay

08 JAN 25 AM 11:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

as the Board in its discretion may determine necessary or appropriate.

(e) If authorized by Bay Isles Association, Inc. and the Individual Condominium Associations, to represent all of the Members at meetings of Bay Isles Association, Inc.

(f) To the extent applicable, to carry out all the duties and obligations assigned to it as a Neighborhood Property Owners Association under the terms of the Declaration of Maintenance Covenants and Restrictions on the Commons for Bay Isles, as amended from time to time.

(g) To furnish or otherwise provide for privacy services, fire protection and such other services as the Board in its discretion determines necessary or appropriate, and to provide the capital improvements and equipment related thereto.

(h) To undertake and carry out all of the duties and obligations which may be assigned to it as the Association under the terms and provisions of the Declaration.

(i) To operate without profit and for the sole and exclusive benefit of Owners in Grand Bay.

ARTICLE III GENERAL POWERS

3.1 Powers. The Association shall have all the powers and duties set forth in the Declaration, the laws of the State of Florida and these Articles of Incorporation, along with all the powers and duties reasonably necessary to maintain and manage the Association pursuant to the Declaration as it may be amended from time to time, including but not limited to the following:

(a) To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

(b) To establish a budget and to fix assessments to be levied against the Members pursuant to the Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements.

(c) To enter into agreements with the Individual Condominium Associations for the collection of such assessments.

(d) To place liens against Units for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue for the operation of the Association's business.

(e) To hold funds solely and exclusively for the benefit of the Owners in Grand Bay for the purposes set forth in these Articles of Incorporation.

(f) To adopt, promulgate and enforce rules, regulations, Bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

(g) To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board.

(h) To charge recipients of services rendered by the Association and users of property of the Association as deemed appropriate by the Board.

(i) To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Association.

(j) Subject to limitations as may be set forth in the Bylaws, to borrow money for the acquisition of property or for any other lawful purposes of the Association, and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for borrowed monies, and to secure the payment of such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the real or personal property, or property rights or privileges, of the Association wherever situated.

(k) To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association, the terms and provisions of the Declaration, and, wherever applicable or appropriate, the terms and provisions of any restrictions applicable to any portion of Grand Bay.

(l) In general, to have all powers that are or may be conferred upon a condominium association and a corporation not for profit by the laws of the State of Florida and the common law, except as prohibited herein.

(m) To protect, maintain, repair, replace and operate the surface water management system within Grand Bay, including easement areas, drainage facilities, ditches, retention and detention ponds, landscape buffers, wetland mitigation areas, and preservation easements in accordance with the lawful governmental authority, including but not limited to governmental regulations imposed by the Southwest Florida Water Management District and Sarasota County.

3.2 Limitation on Exercise of Power. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws of the Association.

**ARTICLE IV
MEMBERS**

4.1 Members. The Members of the Association shall consist of the six (6) Individual Condominium Associations.

4.2 Limitation on Transfer of Shares of Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner.

**ARTICLE V
ASSESSMENTS AND VOTING**

5.1 Each Member shall be entitled to a number of votes equal to the Assessable Shares within that Member's respective Individual Condominium Project as follows:

Grand Bay I	56
Grand Bay II	56
Grand Bay III	56
Grand Bay IV	56
Grand Bay V	24
Grand Bay VI	24

5.2 Unless otherwise provided in the Declaration, these Articles of Incorporation, the

Bylaws of the Association, or the condominium documents applicable to each Individual Condominium Project, each Member shall be represented at membership meetings by a representative of the Individual Condominium Association (the Member Voting Representative), which Member Voting Representative shall be the person elected from the Individual Condominium Association as a Director of Community Association, it being the intent hereof that such person shall serve in two capacities: as a director of Community Association and as the Member Voting Representative from the Individual Condominium Association.

5.3 Unless otherwise provided in the Declaration, these Articles of Incorporation, the Bylaws of the Association, or the condominium documents applicable to each Individual Condominium Project, the Member Voting Representative shall cast votes at membership meetings of the Association as directed by the Board of Directors of the Individual Condominium Association. The Association may request confirmation that a board meeting has taken place to authorize the vote of the Member Voting Representative. The Association may rely upon minutes of the board meeting provided by the Member Voting Representative unless the Association has knowledge of conflicting information or other reasonable basis to question the authority of the Member Voting Representative to vote on a matter presented to the membership of the Association.

ARTICLE VI BOARD OF DIRECTORS

6.1 The affairs of the Association shall be managed by a Board of Directors consisting of six (6) Directors.

6.2 Each Individual Condominium Association shall have the right to elect one member of the Board, which Board Member shall be elected by the Members of that Individual Condominium Association as provided in the condominium documents for that Individual Condominium Association.

6.3 Director terms shall be established in accordance with the Bylaws.

6.4 Any director may be removed from office with or without cause by vote of a majority of the total Voting Interests of the Association Members.

ARTICLE VII CORPORATE EXISTENCE

7.1 Term. The Association shall have perpetual existence.

ARTICLE VIII BYLAWS

8.1 Bylaws. The Bylaws may be altered, amended or rescinded as provided in the Bylaws.

ARTICLE IX AMENDMENT TO ARTICLES OF INCORPORATION

9.1 Amendments to these Articles shall be proposed and adopted in the following manner:

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

9.3 A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board of Directors, or by not less than twenty (20%) percent of the total Voting Interests of the Members.

9.4 Except as otherwise required by law, a proposed amendment to these Articles of incorporation shall be adopted if it is approved by vote of not less than two-thirds of the total Voting Interests of the Members.

9.5 An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Sarasota County, Florida.

9.6 Limitation on Amendments. No amendment shall be made that is in conflict with Chapters 617 or 718, Florida Statutes.

ARTICLE X REGISTERED OFFICE AND REGISTERED AGENT

10.1 Address and Registered Agent. The registered office of the corporation shall be at 595 Bay Isles Road, Suite 200, Longboat Key, Florida 34228 and the registered agent at such address shall be Beth Callans Management Corporation. The Board may change the registered office or agent from time to time as permitted by law.

ARTICLE XI INDEMNIFICATION OF OFFICERS AND DIRECTORS

11.1. Indemnity. The Association shall indemnify any person serving as a director, officer, or committee member to the fullest extent permitted under Section 607.0850, Florida Statutes.

11.2 Additional Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, agreement, vote of a majority of the voting interests of the members or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

11.3 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article to the contrary, the provision herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

ARTICLE XII DISSOLUTION OF THE ASSOCIATION

12.1 Expiration of Term. Upon expiration of the Declaration, the Association may be dissolved upon a resolution to that effect being approved by two-thirds of the Voting Interests of the Association Members, and upon compliance with any applicable laws then in effect.

12.2 Distribution of Assets. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(a) Any property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority, including but not

limited to the stormwater management system, may be dedicated to such authority provided the authority is willing to accept the dedication. Provided further, that the stormwater management system may be dedicated instead to Bay Isles Association, Inc.

(b) All remaining assets, or the proceeds from the sale of such assets, shall be distributed among the Members in proportion to the Assessable Shares of each Member.

The recitals set forth in these Amended and Restated Articles of Incorporation are true and correct and are certified as such by the Board of Directors this 7 day of January, ~~2007~~ 2008

Grand Bay/LBK Community Association, Inc.

Fred Howard

By: Fred Howard, President