

BYLAWS
MAGDALENA GARDENS
CONDOMINIUM ASSOCIATION, INC.

1. Identity. These are the Bylaws of MAGDALENA GARDENS CONDOMINIUM ASSOCIATION, INC., ("Association"), a corporation not-for-profit under the laws of the State of Florida, the Articles of Incorporation ("Articles") of which are filed in the office of the Secretary of State.

The Association has been organized for the purpose of administering a condominium pursuant to Florida Statutes Chapter 718, called the Condominium Act in these Bylaws, which condominium is identified by the name MAGDALENA GARDENS, A CONDOMINIUM ("Condominium"), and is located upon the lands in Charlotte County, Florida described in Article IV of the Declaration of Condominium of MAGDALENA GARDENS, A CONDOMINIUM ("Declaration").

A. Association Office. The initial office of the Association shall be at 1625 North Commerce Parkway, Suite 315, Weston, Florida 33326 until construction of the Condominium is complete, after which the Condominium Offices shall be located on the Condominium Property at 3322 Purple Martin Drive, Punta Gorda, Florida 33950.

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

C. Seal. The seal of the Association will bear the name of the Association, the word "Florida", the words "Corporation Not For Profit," and the year of incorporation.

D. Rules and Regulations. The board of directors of the Association, at its discretion, may promulgate rules and regulations as it deems necessary from time to time to administer the Common Elements and Limited Common Elements, as defined in the Declaration.

2. Members' Meetings. All record Owners with a present vested interest in a Condominium Parcel ("Unit") become members of the Association ("Members"). The minutes of all meetings of Members shall be kept in a book available for inspection by their authorized representatives at any reasonable time. The Association shall maintain official records as provided in the Condominium Act

A. Annual Meeting. The annual Members' meeting shall be held at the office of the Association at 240 WEST END DRIVE, PUNTA GORDA, FLORIDA 33950, or at such other place in the state of Florida as designated in the Notice of the meeting on the second Tuesday in April of each year for the purpose of electing a board of directors (individually referred to as "Directors" and collectively referred to as "Board") and transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

B. Special Meetings. Special Members' meetings shall be held whenever called

by the President or Vice-President or by a majority of the Board, and must be called by the President or Vice-President upon receipt of a written request from not less than ten percent (10%) of the votes of the voting interests of the Association. Voting interest ("Voting Interest") means the person exercising the voting rights distributed to the voting Members and each Unit is entitled to one (1) vote ("Vote").

C. Notice. Written notice, which notice must include agenda items, shall be given to each Member at least fourteen (14) continuous days prior to the annual or any special meeting of the Members, and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days preceding the annual or special meeting. "Condominium Property" means the lands, leaseholds, and personal property that are subjected to Condominium ownership, whether or not contiguous, and all improvements thereon intended for use in connection with the Condominium. Upon notice to the Members, the Board shall, by duly adopted rule, designate a specific location on the Condominium Property upon which all notices of meetings shall be posted. Unless a Member waives in writing the right to receive notice of annual or special meetings, the notice of all meetings and notices for all other purposes shall be mailed to each Member at the address last furnished to the Association by the Member, or hand delivered to each Member. However, if a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose, and thereafter as one or more of the Owners of the Unit shall so advise the Association, in writing, or if no address is given or the Owners of the Unit do not agree, the address provided on the deed of record. An Officer of the Association, or the manager or other person providing notice of the Association meeting shall provide an affidavit for the United States Postal Service Certificate of Mailing, to be included in the official records of the Association affirming the notice was mailed or hand-delivered, in accordance with this provision, to each Member at the address last furnished to the Association. Any approval by Members called for by the Condominium Act or the Declaration or Bylaws, including, but not limited, to the approval requirement in Florida Statutes Section 718.111(8), shall be made at a duly noticed meeting of Members and shall be subject to all requirements of the Condominium Act or the Declaration, the Articles, these Bylaws and rules and regulations, if any, relating to Member decision-making except that Members may take action by written agreement, without meetings, on matters for which action by written agreement, without meetings, is expressly allowed by these Bylaws, the Declaration, or any Florida Statute which provides for Member action.

D. Action Without Meeting. Except for the annual meeting of Members or any meeting at which the budget is to be considered, any action required to be taken or which may be taken by the Members at any special or annual meeting may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action to be taken shall be signed by the number of Voting Interests having not less than the minimum number of Votes necessary to authorize such action at a meeting at which all Voting Interests were present and voted. To be effective, the requisite number of signed consents must be delivered to the Association's office within sixty (60) days of the date of the earliest dated consent.

E. Quorum. A quorum for Members' meetings shall consist of a majority of the Votes of the Voting Interests of the entire Membership. The acts approved by a majority of the Votes present at a meeting at which the quorum is present shall constitute the acts of the Members,

except when approval of a greater number of Members is required by the Declaration, the Articles or these Bylaws.

F. Voting. All Owners of each Unit shall collectively be entitled to one (1) Vote. If a Unit is owned by more than one (1) person, then the Voting Interest entitled to such Vote shall be determined as follows:

A certificate (hereinafter, the "Voting Certificate") must be filed with the Secretary of the Association, in writing, signed under oath by all Members with a present vested interest in the Unit (hereinafter, the "Owners") and shall state:

(1) The respective percentage interest (as recorded in the Public Records of Charlotte County, Florida) of each of the Owners in the fee title of the Unit;

(2) Which of the Owners will represent all of the Owners at Membership meetings and cast the Vote to which they are collectively entitled. The person so designated shall be known as the Voting Interest and shall be the only one of the Owners eligible to cast the Vote for that Unit at Membership meetings. The person designated as the Voting Interest may continue to cast the binding Vote for all of the Owners of the Unit until such time as another person is properly designated, in the manner set forth above, as the Voting Interest for the Unit.

G. Only One Vote per Unit. There shall not be more than one Voting Interest per Unit at any one time and each may cast one Vote. A corporation, or any individual with an interest in more than one Unit, may be designated as having the Vote for each Unit in which he or it owns an interest. Failure by Owners of a Unit to file a Voting Certificate with the Secretary prior to a Members' meeting will result in depriving the Owners of such Unit of a Vote at such meeting.

H. Proxies. Except as specifically otherwise provided herein or in the Condominium Act, Owners may not cast their Vote by general proxy, but may cast their Vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Land Sales, Condominiums, and Mobile Homes (the "Division"). Limited proxies and general proxies may be used to establish a quorum. Limited proxies may be used for Votes taken to waive or reduce reserves in accordance with Florida Statutes Section 718.112(f)(2); for Votes taken to waive financial statement requirements provided in Florida Statutes Section 718.111(13); for Votes taken to amend the Declaration; for Votes taken to amend the Articles or these Bylaws; and for any other matter for which the Condominium Act, the Declaration, the Articles, or these Bylaws require or permit a Vote of the Owners. No proxy, limited or general, shall be used in the election of Directors. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Voting Interests may cast their Vote in person at meetings of Members.

Any proxy given shall be effective only for the specific meeting for which originally given, and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Voting Interest executing it. A proxy must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

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

J. Order of Business. The order of business at annual Members' meetings and as far as practical at other Members' meetings, shall be:

- (1) The collection of election ballots not yet cast.
- (2) Calling of the roll and certifying proxies.
- (3) Proof of notice of meeting or waiver of notice.
- (4) Reading and disposal of any unapproved minutes.
- (5) Reports of Officers.
- (6) Reports of committees.
- (7) Election of inspectors of election.
- (8) Election of Directors.
- (9) Unfinished business.
- (10) New business (including consideration of the budget).
- (11) Adjournment.

The President of the Board shall preside at all meetings. In his absence, the Board shall designate the person to preside.

K. Members Right to Participate. Members shall have the right to participate in meetings of Members with reference to all designated agenda items. However, the Association may adopt reasonable rules and regulations governing the frequency, duration and manner of Member participation. Any Member may tape record or video tape a meeting of the Members subject to such rules and regulations that may be adopted by the Division.

3. Directors.

A. Membership. The affairs of the Association shall be managed by a Board of not less than three or more than seven Directors. The first Board shall consist of three Directors. The number of Directors on the Board may be changed at any time by amending these Bylaws as provided herein.

B. Election. Election of Directors shall be conducted in the following manner:

(1) Election of Directors shall be held at the annual Members' meeting to be held the last Friday in March of each year.

(2) Any Member desiring to be a Director shall comply with the provisions of subparagraph 3 below.

(3) The Directors shall be elected by written ballot or voting machine. All vacancies on the Board caused by the expiration of a Directors' term shall be filled by election of a new Director, and the election shall be by secret ballot; however, if the number of vacancies

equals or exceeds the number of candidates, no election is required. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published news letters, to each Voting Interest, a first notice of the date of the election. Any Member or other eligible person desiring to be a Director shall give written notice to the Secretary not less than forty (40) days before the scheduled election. In order to be eligible for Board membership, a person must meet the requirements set forth in the Declaration. A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership. The validity of an action by the Board is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony. Together with the written notice and agenda as set forth in Paragraph 2.C., the Association shall then mail or deliver a second notice of the meeting to all Voting Interests, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the cost of mailing, and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Voting procedures shall be consistent with the provisions contained herein, rules adopted by the Division and rules providing for the secrecy of ballots. Elections shall be decided by a plurality of those Votes cast. There shall be no quorum requirement; however, at least 20 percent of the Votes must cast a ballot in order to have a valid election of Directors. No Voting Interest shall permit any other person to vote his ballot, and any ballot improperly cast shall be deemed invalid. A Voting Interest who needs assistance in casting his Vote for the reasons stated in Florida Statutes Section 101.051 may obtain assistance in casting the Vote. Any Member violating this provision may be fined by the Association in accordance with the procedure set out in the Declaration and these Bylaws. The regular election of Directors shall occur on the date of the annual meeting of Members. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board. Notices of election, notices of candidacy for election, information sheets, voting envelopes, written approval of budgets, written agreements for recall of board members, ballots, sign-in sheets, voting proxies and all other papers relating to voting by Unit Owners shall be maintained as part of the official records of the Association for a period of one (1) year from the date of the election, vote or meeting to which the document relates.

C. Directors Vacancies Between Annual Meetings. Except as to vacancies provided by removal of Directors by Members, Director vacancies occurring between annual meetings of Members shall be filled by the affirmative vote of the majority of the remaining Directors, even if the remaining Directors constitute less than a quorum, or by the sole remaining Director. In the alternative, the Board may hold an election to fill the vacancy, in which case the election procedure must conform to the requirements of Paragraph 3.B. above. A Board member appointed or elected hereunder shall fill the vacancy for the unexpired term of the seat being filled. Notwithstanding Paragraphs 2.F and 3.B.(3), the Association may, by the affirmative vote of a majority of all voting interests, provide for a different voting and election procedure, which vote may be by a proxy specifically delineating the different procedure. The different procedure may

provide for elections to be conducted by limited or general proxy.

D. Director Recall. Subject to the provisions of Florida Statutes Section 718.301, any Director may be recalled and removed from the Board with or without cause by the vote or agreement in writing of a majority of all the Voting Interests. A special meeting of the Members to recall a Director or Directors of the Board may be called by ten percent (10%) of the Votes of the Voting Interests giving notice of the meeting as required for a meeting of Members and stating the purpose of the meeting in the notice. The calling of a recall meeting, recall meeting notice, the actual recall meeting, Board action concerning a recall at a meeting, filling vacancies and the manner of keeping Board meeting minutes concerning recall shall be pursuant to Florida Statute Section 718.112(2)(j) and the rules adopted by the Division.

(1) If the recall is approved by a majority of all Votes of the Voting Interests at a meeting, the recall shall be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Member meeting to recall one or more Directors. At the meeting, the Board shall either certify the recall, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or shall proceed as set forth in subparagraph (3) below.

(2) If the proposed recall is by an agreement in writing by a majority of all Votes of the Voting Interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Florida Statutes Chapter 48 and the Florida Rules of Civil Procedure. The Board shall call a Directors meeting within five (5) full business days after receipt of the agreement in writing and shall either certify the written agreement to recall a Director or Directors of the Board, in which case such Director or Directors shall be recalled immediately and shall turn over to the Board within five (5) full business days, any and all records of the Association in their possession, or proceed as set forth in subparagraph (3) below. The form of written agreement, the Board meeting to certify written agreement, filling vacancies and manner of keeping Board meeting minutes shall be pursuant to Florida Statute Section 718.112(2)(j) and the rules adopted by the Division.

(3) If the Board determines not to certify the written agreement to recall a Director or Directors of the Board, or if the recall is disputed, the Board shall, within five (5) full business days, file with the Division a petition for binding arbitration pursuant to the procedures of Florida Statutes Section 718.1255. For purposes of this subparagraph, the Members who voted at the meeting or executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any Director or Directors of the Board, the recall shall be effective upon service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Florida Statutes Section 718.501. Any Director or Directors so recalled shall deliver to the Board any and all records and property of the Association in their possession within five (5) full business days of the effective date of the recall.

(4) If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of

the adjournment of the Member recall meeting, the recall shall be deemed effective and the Directors so recalled shall immediately turn over to the Board any and all records and property of the Association.

(5) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors notwithstanding any provision to the contrary contained in subparagraphs above. When both the Developer and other Unit Owners are entitled to representation on the Board pursuant to Florida Statute Section 718.301, the recall and replacement of Directors and the filling of vacancies as a result of a recall of a majority or less than a majority of Directors shall be pursuant to Florida Statute Section 718.112(2)(j) and the rules adopted by the Division.

E. Transfer of Control.

(1) When Unit Owner's other than the Developer own fifteen percent (15%) or more of the Units in this condominium, the Unit Owner other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors of the Association. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association;

a. Three years after fifty percent (50%) of the Units in the condominium have been conveyed to purchasers;

b. Three months after ninety percent (90%) of the Units in the condominium have been conveyed to purchasers;

c. When all of the Units in the condominium have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

d. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

e. Seven (7) years after the recordation of the Declaration of Condominium which ever occurs first.

(2) The Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale the ordinary course of business at least five percent (5%) of the Units in the Condominium. Following the time that the Developer relinquishes control of the Association, the Developer may exercise the right to Vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Administration.

F. Term. The term of each Director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

G. Organization Meeting. The organization meeting of a newly-elected Board shall be after their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, provided that notice is mailed or delivered to the Unit Owners not less than fourteen (14) days prior to the meeting and posted conspicuously on the Condominium Property at least 48 continuous hours preceding the meeting and as otherwise required in Section 718.112(2)(c), Florida Statutes.

H. Regular Meeting. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. All meetings of the Board shall be open to all Members, and adequate notice of all Board meetings, regular and special, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the Board meeting except in an emergency. The minutes of all meetings of the Board shall be kept in a book available for inspection by Members, or their authorized representatives, at any reasonable time. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

I. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-half (1/2) of the Directors. Except in an emergency, not less than three (3) days notice of the meeting shall be given to Directors personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

J. Member's Participation. All meetings of the Board and any committee thereof at which a quorum of the Members of that committee are present shall be open to all Members. Any Member may tape record or video tape meetings of the Board. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. Tape recording and video taping of the meetings shall be in accordance with any rules adopted by the Division. The Association may adopt reasonable rules and regulations governing the frequency, duration, and manner of Member statements. Notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which non-emergency Special Assessments (a "Special Assessment" is any assessment levied against Members other than those required by the annual budget) or at which amendments regarding Unit use will be proposed, discussed or approved, shall be mailed or delivered to Members, and posted conspicuously on the Condominium Property not less than fourteen (14) continuous days prior to the meeting. Evidence of fourteen (14) continuous days notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. Upon notice to Members, the Board shall, by duly adopted rule, designate a specific location on the Condominium Property upon which all

notices of the Board meetings shall be posted. Notice of any meeting at which Assessments (an "Assessment" being the share of funds required from Members for payment of common expenses) are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of such Assessments. The minutes of all Board meetings shall be kept in a book available for inspection by Members, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Unit Owners is inapplicable to meetings between the Board or 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. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

L. Quorum. A quorum at Directors' meetings shall consist of a majority of the 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 required by the Declaration, the Articles or these Bylaws.

M. 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. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted, provided, however, notice of any adjourned meeting shall be posted conspicuously on the Condominium Property at least 48 continuous hours in advance, except in an emergency.

N. Voting. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board Meetings. A vote or abstention for each Director present shall be recorded in the minutes.

O. Written Agreement or Disagreement. A director or member of a committee may submit in writing his or her agreement or disagreement with any action taken at a meeting that such director or member of a committee did not attend. This agreement or disagreement shall not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

P. Chairman. The presiding Officer of Directors' meetings shall be the President; if the President is absent, the Vice President shall preside. In the absence of both Officers, the Directors present shall designate one of their number to preside.

Q. Order of Business. The order of business at Directors' meeting shall be

- (1) Calling of roll.
- (2) Proof of due notice of meeting.

- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of Officers and committees.
- (5) Election of Officers.
- (6) Unfinished business.
- (7) New business.
- (8) Adjournment.

R. Directors' Fee. Directors shall not be paid a fee.

S. Advisory Committee. The Directors of the Association may select an advisory committee consisting of three (3) Members of the Association. The Advisory Committee shall have no power or authority but shall offer the Directors suggestions and advice regarding the management of the affairs of the Association. The Advisory Committee shall serve at the pleasure of the Directors.

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

4. Officers. The Officers of the Association shall be the President, Vice-President, and Secretary-Treasurer, all who shall be Directors.

A. Election and Removal. The Officers of the Association shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board unless they shall be removed by a majority of the Board at any regular or special meeting of the Board duly called.

B. Resignation. Any Officer may resign as Officer at any time. Such resignation shall be made in writing, submitted to the Secretary and shall take effect as is specified in the instrument. Acceptance of resignation shall not be required to make it effective.

C. Vacancy. Any vacancy resulting from the removal or resignation of an Officer as herein provided may be filled by the Board at the same meeting.

D. President. The President shall be the chief Officer of the Association. He shall have all of the powers and duties usually vested in the office of the president of a condominium association, including but not limited to the power to appoint committees from among the Members from time to time, as he, in his discretion, may determine appropriate, to assist in the conduct of the affairs of the Association.

E. Vice-President. The Vice-President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

F. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notice to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association, and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, shall have custody of all property of the Association in accordance with good accounting practices, and shall perform all other duties incident to the office of Secretary-Treasurer of the Association and as may be required by the Directors or the President.

G. Compensation. The compensation of the employees of the Association shall be fixed by the Directors. The provision that Directors shall not be paid a fee shall not preclude the Board from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Condominium.

5. Indemnification. Every Director and every Officer and committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees through all trial and appellate levels, reasonably incurred by or imposed in connection with any proceeding, arbitration, or settlement to which such person may be a party, or in which they may become involved, by reason of being or having been a Director, Officer, or committee member of the Association. Notwithstanding the foregoing, in the event of a voluntary settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director, Officer, or committee member admits or is adjudged guilty of willful misfeasance or nonfeasance in the performance of their duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which such Director, Officer or committee member may be entitled by common law or statute.

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

A. Board Adoption of Budget. The Board shall adopt a budget for the Common Expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least forty-five (45) days before the end of each fiscal year.

(1) Any meeting at which a proposed annual budget of an Association will be considered by the board or unit owners shall be open to all unit owners. At least 14 days prior to such a meeting, the board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the Association by the unit owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

(2) If a board adopts in any fiscal year an annual budget which requires assessments against unit owners which exceed 115 percent of assessments for the preceding fiscal year, the board shall conduct a special meeting of the unit owners to consider a substitute budget if the board receives, within 21 days after adoption of the annual budget, a written request for a special

meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests unless the bylaws require adoption by a greater percentage of voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the board shall take effect as scheduled.

(3) Any determination of whether assessments exceed 115 percent of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the condominium property, anticipated expenses of the Association which the board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the condominium property.

B. Budget Requirements. The proposed annual budget of Common Expenses shall be detailed and shall show the amount budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- (1) Administration of the Association
- (2) Management fees
- (3) Maintenance
- (4) Rent for recreational and other commonly used facilities
- (5) Taxes on Association property
- (6) Taxes on leased areas
- (7) Insurance
- (8) Security provisions
- (9) Other expenses
- (10) Operating capital
- (11) Fees payable to the Division

However, if after turnover of control of the Association to the Unit Owners, any of the expenses listed herein are not applicable, they need not be listed.

C. Reserves. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement costs or deferred maintenance expense of each reserve item. The amount of the current year contribution to each reserve component shall be the sum of the following two (2) calculations:

(i) The total amount necessary, if any, to bring a negative component balance to zero; and

(ii) The total estimated deferred maintenance expense or estimated replacement cost of the reserve component less the estimated balance of the reserve component as of the beginning of the period for which the budget will be in effect. The remainder, if greater than zero, shall be divided by the estimated remaining useful life of the component. The Association may adjust replacement reserve Assessments annually to take into account any changes in estimates and deferred maintenance performed during the year and may consider factors such as inflation and earnings on invested funds. This provision shall not apply to budgets in which the Members of the Association have, by a majority of Votes at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than are required by this and other provisions of these Bylaws. However, prior to turnover of control of the Association by the Developer to Members other than the Developer, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two fiscal years of operation of the Association beginning with the fiscal year in which the Declaration is recorded, with the vote taken each fiscal year and effective for only one annual budget. The Developer may not unilaterally waive or reduce fees. If a meeting of Members has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a majority of the Voting Interests voting at a duly called meeting of the Association. Prior to turnover of control of the Association by the Developer to Members other than the Developer pursuant to Florida Statutes Section 718.301, the Developer-controlled Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-Developer Voting Interests, voting in person or by limited proxy at a duly called meeting of the Association. Reserves included in the adopted budget are common expenses and must be fully funded unless properly waived or reduced as provided herein. Reserves shall be funded in at least the same frequency that assessments are due from Unit Owners.

Reserves that are not required by Florida Statute Section 718.112(2)(f), are not required to be based on any specific formula.

D. Assessments. Assessments against the Members for their shares of the items of the budget shall be made for the calendar year annually at least forty-five (45) days before the end of the fiscal year. Such Assessments shall be due in twelve (12) equal monthly installments on the first day of each month of the year for which the installments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment and twelve monthly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. A Unit Owner may not be excused from payment of the Unit Owner's share of common expenses unless all other unit owners are likewise proportionately excluded from payment, except a developer who has guaranteed assessments pursuant to Florida Statute Section 718.116(9).

E. Default. If a Member shall be in default in the payment of any Assessment or installment thereon, the Board may take all or any of the following actions:

- (1) Record a lien and accelerate the remaining installments of the Assessment due for the remainder of the budget year in which the claim is filed;
- (2) Charge a late fee;
- (3) Bring an action to foreclose a recorded lien; and
- (4) Bring an action for personal judgment for the amounts due, all as set forth in the Declaration.

F. Budget Restraints on Developer. As long as the Developer is in control of the Board, the Board shall not impose an Assessment for any year greater than one hundred fifteen percent (115%) of the previous year's Assessment without approval of a majority of all Voting Interest.

G. Assessments for Emergencies. Should the Association through its Directors at any time determine that the Assessments made are not sufficient to pay the Common Expenses, or in the event of emergencies, the Board shall have the authority to levy and collect additional Assessments to meet such needs of the Association. The specific purpose or purposes of any Special Assessments approved in accordance with the Declaration shall be set forth in a written notice of such Special Assessment sent or delivered to each Member. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Members. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Members or applied as a credit toward future Assessments.

H. The Depository. The depository of the Association shall be such bank, banks or federally insured savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

I. Commingling. All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association shall not be commingled, unless combined for investment purposes. Funds commingled for investment purposes must be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account. No manager or business entity required to be licensed or registered under Florida Statutes Section 468.432 and no agent, employee, Officer or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Florida Statutes Section 468.431.

J. Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding on all persons who control or disburse funds of the Association. As used in this subparagraph, the term "persons who control or disburse funds of the Association" includes, but is

not limited to, those individuals authorized to sign checks, and the President, Vice-President, and Secretary-Treasurer of the Association. The Association shall bear the cost of bonding.

K. Financial Report. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year of actual receipts and expenditures. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand deliver to each Unit Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to, the following:

- (a) Cost for security.
- (b) Professional and management fees and expenses.
- (c) Taxes.
- (d) Costs for recreational facilities.
- (e) Expenses for refuse collection and utility services.
- (f) Expenses for lawn care.
- (g) Costs for building maintenance and repair.
- (h) Insurance costs.
- (i) Administrative and salary expenses; and
- (j) Reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts.

If turnover of control by the Developer has not occurred, the Developer may vote to waive the audit requirement for the first two years of the operation of the Association, after which time, waiver of an applicable audit requirement shall be by a majority of the Votes of the Voting Interests other than the Developer. The minutes of the Association shall reflect the number of votes cast by the membership to waive the requirement for audited, reviewed or compiled financial statements and the type of financial reporting that the Association will be preparing and disseminating to the membership. The Association may prepare or cause to be prepared, without a meeting of or approval by the Unit Owners, a compiled, reviewed or audited financial statement.

7. Association Records. The Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- A. The plans, permits, warranties, and other items provided by the Developer pursuant to Florida Statutes Section 718.301(4);
- B. A photocopy of the recorded Declaration and all amendments thereto;
- C. A photocopy of the recorded Bylaws and all amendments thereto;

- D. A certified copy of the Articles and all amendments thereto;
- E. A copy of the current rules and regulations of the Association;
- F. A book or books containing the minutes of all meetings of the Association, the Board, and Members, which minutes shall be retained for a period not less than 7 years;
- G. A current roster of all Members, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers;
- H. All current insurance policies of the Association;
- I. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility;
- J. Bills of sale or transfer of all property owned by the Association;
- K. Accounting records for the Association, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but are not limited to:
 - (1) Accurate, itemized, and detailed records of all receipts and expenditures.
 - (2) A current account and a monthly, bi-monthly, or quarterly statement of the account for each Unit designating the name of the Member, the due date, and amount of each Assessment, the amount paid upon the account, and the balance due.
 - (3) All audits, reviews, accounting statements, and financial reports of the Association or condominium.
 - (4) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;
- L. Voting proxies, which shall be maintained for a period of 1 year from the date of the meeting for which the proxy was given.
- M. All rental records where the Association is acting as agent for the rental of the Condominium Units.
- N. A copy of the current Question and Answer Sheet as described in Florida Statutes Section 718.504.
- O. Copies of the year-end financial information required by Florida Statutes Section 718.111.

P. All other records of the Association not specifically included in the foregoing which are related to the operation of the Association.

The official records of the Association shall be maintained within the State. The records of the Association shall be made available to a Member within five (5) working days after receipt of written request by the Board or its designee. This paragraph may be complied with by having a copy of the official records of the Association available for inspection or copying on the Condominium Property.

The official records of the Association shall be open to inspection by any Member or the authorized representative of such Member, at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Member. The Association may adopt reasonable rules and regulations regarding the frequency, time, location, notice and manner of record inspections and copying. The Association shall provide the records within five (5) working days after receipt of a written request therefore.

The Association shall maintain an adequate number of copies of the Declaration, the Articles, these Bylaws, and rules and regulations and all amendments to each of the foregoing, as well as the Question and Answer Sheet provided for in Florida Statutes Section 718.504 on the Condominium Property to insure their availability to Members and prospective purchasers, and may charge its actual cost for preparing and furnishing these documents to those requesting the same.

8. Question and Answer Sheet. The Association shall prepare a Question and Answer Sheet as described in Florida Statutes Section 718.504 and shall update it annually.

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

10. Mandatory Non-binding Arbitration and Mediation.

A. Definition. As used here, the term "dispute" means any disagreement between two or more parties that involves:

(1) The authority of the Board, under the Condominium Act or Declaration, the Articles, Bylaws or rules and regulations to:

- (a) Require any Member to take any action, or not to take any action, involving that Owner's Unit or the appurtenances thereto.
- (b) Alter or add to a Common Element.

(2) The failure of a governing body, when required by the Condominium Act or an Association document, to:

- (a) Properly conduct elections.

- (b) Give adequate notice of meetings or other actions.
- (c) Properly conduct meetings.
- (d) Allow inspection of books and records.

"Dispute" does not include any disagreement that primarily involves title to any Unit or Common Element; the interpretation or enforcement of any warranty; or the levy of a fee or Assessment, or the collection of an Assessment levied against a party; the eviction or other removal of a tenant from a Unit; alleged breaches of fiduciary duty by one or more Directors; or claims for damages to a Unit based upon the alleged failure of the Association to maintain the Common Elements or Condominium Property.

B. Prior to the institution of any Court litigation, the parties to a Dispute shall petition the Division for Nonbinding Arbitration. Arbitration shall be conducted according to the rules promulgated by the Division in accordance with Florida Statutes Section 718.1255. If all parties agree, the dispute must be referred to mediation or the arbitrator may refer a dispute to mediation at any time, which mediation process shall be conducted in accordance with the Florida Rules of Civil Procedure rules promulgated by the Division and Florida Statute Section 718.1255.

11. Unit Owner Inquiry. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquiry. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding or arbitration arising out of the inquiry. The Association may, through its Board, adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries, one of which may be that the Association is only obligated to respond to one (1) written inquiry per Unit in any given thirty-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty-day period, or periods, as applicable.

12. Sale or Transfer of Unit. Prior to the sale or transfer of any interest in a Condominium Parcel to any person other than the transferor's spouse, the Board shall be given notice of the proposed sale or transfer in accordance with the provisions of the Declaration.

13. Certificate of Compliance. A Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the condominium units to the applicable Fire and Life Safety Code.

14. Hurricane Shutter Specifications. The Board shall adopt hurricane shutter specifications for each building operated by the Association which shall include color, style and other factors deemed relevant by the Board. All specifications adopted by the Board shall

comply with the applicable Building Code. Notwithstanding any provision to the contrary in the Declaration, the Articles, these Bylaws and rules and regulations adopted by the Board, if any, if approval is required by them, a Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The Board may, subject to the provisions of Florida Statutes Section 718.3026, and the approval of a majority of Voting Interests of the Association, install hurricane shutters and may maintain, repair or replace such approved hurricane shutters, whether on or within Common Elements, Limited Common Elements, Units, or Association property. However, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed, the Board may not install hurricane shutters. The Board may operate shutters installed pursuant to this provision without permission of the Members only where such operation is necessary to preserve and protect the Condominium Property and Association property. The installation, replacement, operation, repair and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the Common Elements or Association property within the meaning of this subparagraph.

15. Enforcement.

A. Legal Action. Each Member, tenant, and other invitee shall comply with the Declaration, the Articles, these Bylaws, the rules and regulations enacted pursuant to these Bylaws, if any, and the provisions thereof shall be deemed expressly incorporated into any lease of a Unit. The Association shall have the right to evict a tenant or remove any guest or invitee for failure to comply. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by a Member against:

- (a) The Association.
- (b) A Member.
- (c) Directors designated by the Developer, for actions taken by them prior to the time control of the Association is assumed by Members other than the Developer.
- (d) Any Director who willfully and knowingly fails to comply with these provisions.
- (e) Any tenant leasing a Unit, and any other invitee occupying a Unit.

The prevailing party in any such action shall be entitled to recover its reasonable attorney's fees. A Member, prevailing in an action against the Association, in addition to recovering his attorney's fees, may recover additional amounts as determined by the Court to be necessary to reimburse the Member for his share of Assessments levied by the Association to fund its expenses of the litigation.

B. Fines. In addition, the Association may levy reasonable fines against a Unit for the failure of the Unit Owner, or its occupant, licensee, or invitee, to comply with any provisions of the Declaration, the Bylaws, or the rules and regulations of the Association adopted by the Board, if any. No fine will become a lien against the Unit. No fine may exceed the maximum permitted under the Condominium Act per violation; provided, however, a fine may

be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the maximum permitted under the Condominium Act. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Member, and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Members. If the committee does not agree with the fine, the fine may not be levied. These provisions shall not apply to unoccupied units.

C. No Waiver. The failure of the Association or any Member to enforce any covenant, restriction or other provision of the Condominium Act, the Declaration, the Articles, these Bylaws, or the rules and regulations enacted pursuant to these Bylaws, if any, shall not constitute a waiver of the right to do so thereafter.

16. Contracts for Products and Services. All contracts, as further described herein, or any contract that is not to be fully performed within one year from the making thereof, for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under the Condominium Act, and all contracts for the provision of services, shall be in writing. Where a contract for purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association the aggregate exceed 5% of the total annual budget of the Association including reserves, the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid.

Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community association managers, engineering and landscape architect services shall not be subject to the provisions of this paragraph. Provided further, that nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency.

This Paragraph 16 shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within Charlotte County, Florida. Further, nothing contained herein shall excuse a party contracting to provide maintenance or management services from compliance with Florida Statutes Section 718.3025.

17. Amendments. Except as elsewhere provided otherwise, these Bylaws may be amended in the following manner:

A. Notice. Notice in writing of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. The proposal to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted and the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaws. See Bylaw ____ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly

promulgated amendment.

B. Resolution and Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the Board or by not less than fifty percent (50%) of the Voting Interests of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. An amendment must be approved by:

(1) Not less than a majority of the Votes of the Voting Interests of the Association; or

(2) Until the first election of Directors, only by all of the Directors provided the amendment does not increase the number of Units nor alter the boundaries of the Common Elements.

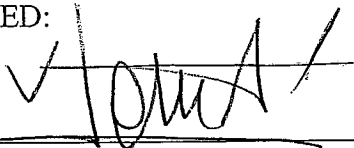
C. Proviso. Provided, however, that no amendment shall discriminate against any Member nor against any Unit or class or group of Units, unless the Members so affected shall consent.

D. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment is set forth in or annexed to a recorded amendment to the Declaration.

18. All provisions of Section 718.112 (a) through (m), Florida Statutes, are deemed to be included in these Bylaws.

The foregoing were adopted as the Bylaws of MAGDALENA GARDENS CONDOMINIUM ASSOCIATION, INC., a Corporation Not-For-Profit under the laws of the State of Florida, at the first meeting of the Board of Directors of MAGDALENA GARDENS CONDOMINIUM ASSOCIATION, INC., on this 14 day of Sept., 2006

APPROVED:




President



Secretary-Treasurer

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK 3735, PGS 175-177 3 pg(s)
INSTR # 2156958
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1539 RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

 Ernest W. Sturges, Jr., Esq.
Goldman, Tiseo & Sturges, P.A.
701 JC Center Court, Suite 3
Port Charlotte, Florida 33954

**CERTIFICATE OF AMENDMENT TO
BYLAWS OF
MAGDALENA GARDENS
CONDOMINIUM ASSOCIATION, INC.**

THIS CERTIFICATE is made to reflect and document an Amendment, Restatement and Modification of the Bylaws of Magdalena Gardens Condominium Association, Inc. The Bylaws of Magdalena Gardens Condominium Association, Inc. have been recorded in the Public Records of Charlotte County as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a. Declaration of Condominium of Magdalena Gardens A Condominium September 18, 2006	3037/1668 <i>et seq.</i>


The undersigned officers of the Board of Directors of Magdalena Gardens Condominium Association, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. The Bylaws of Magdalena Gardens Condominium Association, Inc. is hereby amended in accordance with Exhibit "A" attached hereto and entitled First Amendment to the Bylaws of Magdalena Gardens Condominium Association, Inc.

2. This Amendment of the Bylaws of Magdalena Gardens Condominium Association, Inc. was proposed by duly adopted resolution, and approved by a vote of not less than a majority of the Votes of the Voting interest in the Association.

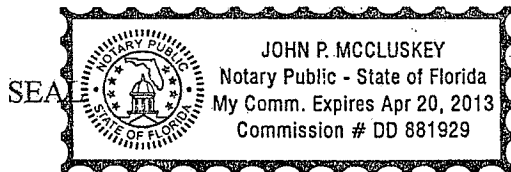
Executed this 4TH day of FEBRUARY, 2013, at PUNTA GORDA, Florida.

Magdalena Gardens Condominium
Association, Inc., a Florida Not-for-Profit Corporation

By: 
Name: Ronald Case
Its: President

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 4TH day of FEBRUARY, 2013, by Ronald Case, who is personally known to me or produced as identification.

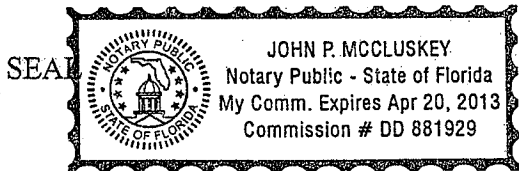


John P. McCluskey
NOTARY PUBLIC
JOHN P. MCCLUSKEY
Printed name of notary

By: *Cortland P. Brown*
Name: Cortland Brown
Its: Secretary

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 4TH day of FEBRUARY, 2013, by Cortland Brown, who is personally known to me or produced as identification.



John P. McCluskey
NOTARY PUBLIC
JOHN P. MCCLUSKEY
Printed name of notary

EXHIBIT "A"

**FIRST AMENDMENT TO THE BYLAWS OF
MAGDALENA GARDENS CONDOMINIUM ASSOCIATION, INC.**

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

Proposed Amendment:

2. A. Annual Meeting

The annual Members' meeting shall be held at the office of the Association at 240 WEST END DRIVE, PUNTA GORDA, FLORIDA, 33950, or at such other place in the state of Florida as designated in the Notice of the meeting on the second Tuesday in April a date and time in January or February of each year as determined by the Board of Directors for the purpose of electing a board of directors (individually referred to as "Directors" and collectively referred to as "Board") and transacting any other business authorized to be transacted by the Members. ~~provided, however,~~ ~~that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.~~

Prepared by and return to:
Michael Cochran, Esq.
Law Offices of Wells I Olsh I Cochran, P.A.
1800 Second Street, Suite 808
Sarasota, FL 34236
(941) 366-9191 Telephone

CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM OF
MAGDALENA GARDENS, A CONDOMINIUM**

AND

**BYLAWS OF
MAGDALENA GARDENS CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the attached amendments to the Declaration of MAGDALENA GARDENS, a Condominium and the Bylaws of MAGDALENA GARDENS CONDOMINIUM ASSOCIATION, INC. (which original Declaration attaching the Bylaws as an exhibit, were recorded at Official Records Book 3037, Page 1668. *et seq.*, of the Public Records of Charlotte County, Florida), were duly adopted at a membership meeting held on February 18, 2021, and continued to April 9, 2021. The amendments to the Declaration of Condominium were approval by at least 3/4ths of the Voting Interests of the Association in accordance with Article IX of the Declaration. The amendments to the Bylaws were approved by not less than a majority of the Voting Interests of the Association pursuant to Article 17 of the Bylaws. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 19 day of April, 2021.

Signed, sealed and delivered in the presence of:

MAGDELENA GARDENS CONDOMINIUM ASSOCIATION, INC.

sign: Suzanne P Andrews

By: Robert Arno
Robert Arno, President

print: Suzanne P Andrews

sign: Suzanne P Andrews

Attest: Christine Zimmer
By: Christine Zimmer, Secretary
(Corporate Seal)

print: Suzanne P Andrews

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of April, 2021, by Robert Arno as the President of Magdalena Gardens Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign: Suzanne P Andrews

print: Suzanne P Andrews

State of Florida at Large (Seal)
My Commission Expires:

AMENDMENT

**BYLAWS
OF
MAGDALENA GARDENS CONDOMINIUM ASSOCIATION, INC.**

[Additions are indicated by underline; deletions by ~~strike-through~~]

3. Directors.

...

F. Term. ~~The term of each Director's service shall extend until the next annual meeting of the Members~~ All Directors will be elected for a two (2) year term and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. It is the intention of these Bylaws that a staggered term be maintained. At the first annual meeting and election held after the recording of this amendment, five (5) Directors will be elected. The three (3) Directors who receive the highest number of votes shall be elected for a term of two (2) years, and the two (2) Directors who receive the fewest votes shall be elected for a term of one (1) year. In the event of a tie vote or if there is no election required, the Directors shall agree amongst themselves which shall serve the two-year terms and which shall serve the one-year terms.