

Return to: (enclose self-addressed stamped envelope)

**Name:**

Mark F. Grant, Esq.

**Address:**

Greenspoon Marder, P.A.  
200 E. Broward Blvd., Suite 1500  
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**This Instrument Prepared by:**

Mark F. Grant, Esq.  
Greenspoon Marder, P.A.  
200 E. Broward Blvd., Suite 1500  
Fort Lauderdale, FL 33301

INSTR # 2014000152167, Pages 28  
Doc Type RES, Recorded 07/22/2014 at 02:31 PM,  
Linda Doggett, Lee County Clerk of Circuit Court  
Rec. Fee \$239.50  
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**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SANDOVAL COMMUNITY**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SANDOVAL COMMUNITY ("Amendment") is made this 17th day of JULY 2014, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant").

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Sandoval Community was recorded December 17, 2003, in Official Records Book 4149, Pages 3797-3885, of the Public Records of Lee County, Florida (the "Declaration"); and

WHEREAS, Declarant as successor to Cape Coral Development Associates, LLC, the original Declarant, is desirous of amending the Declaration; and

WHEREAS, the Declaration provides in Section 18.1 that until the termination of the Class "B" Membership, all amendments or modifications shall be made unilaterally by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not substantially conflict with the Master Plan or affect the Conservation Areas or Surface Management System; and

WHEREAS, as of the date of this Amendment, the termination of the Class "B" Membership has not occurred; and

WHEREAS, the amendments contained herein do not substantially conflict with the Master Plan or affect the Conservation Areas or Surface Management System.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.

3. The definition of "Neighborhood Representative" in Article II is removed in its entirety as follows:

~~"Neighborhood Representative": The representative selected by the Class "A" members within each Neighborhood pursuant to Section 6.4(b) to cast the Class "A" votes attributable to their Units on all matters requiring a vote of the membership (except as otherwise specifically provided in the Governing Documents). Where the context permits or requires, the term "Neighborhood Representative" shall also refer to alternate Neighborhood Representatives acting in the absence of the Neighborhood Representative and any Owners authorized personally to cast the votes for their respective Units pursuant to Section 6.4(b) or elsewhere in the Governing Documents.~~

4. Section 3.2(b) of Article III is hereby amended to read as follows:

(b) After Turnover and subject to the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify the Use Restrictions in any manner not inconsistent with this Declaration, the Articles, or the By-Laws. The Board shall send notice by mail to all Owners or broadcast or publish via a medium readily available throughout the Properties concerning any such proposed action at least ~~five business~~ fourteen days prior to the Board meeting at which such action is to be considered. ~~Neighborhood Representatives~~ Members will have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Such action shall become effective, after compliance with subsection (d) below, unless disapproved at an Association meeting in which more than 50% of the total votes in the Association are represented. The Board has no obligation to call a meeting of the Association to consider disapproval except upon receipt of a petition as required for special meetings in the By-Laws. If such petition is received prior to the effective date of any Board action under this Section 3.2(b), the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting.

5. Section 3.2(c) of Article III is hereby amended to read as follows:

(c) Alternatively, at an Association meeting duly called for such purpose, the Use Restrictions may be modified in any manner not inconsistent with this Declaration, the Articles, or the By-Laws by a vote of ~~Neighborhood Representatives and~~ Members eligible to vote representing more than 50% of the total votes in the Association.

6. Section 6.2(a) of Article VI is hereby amended to read as follows:

(a) Class "A". Class "A" members are all Owners except the Class "B" member, if any. Class "A" members have one equal vote for each Unit ~~in which they own~~. ~~hold the interest required for membership under Section 6.1, except that there is only one vote per Unit and no~~ No vote shall be exercised for any property which is exempt from assessment under Section 8.12.

7. Section 6.2(c) of Article VI is hereby amended to read as follows:

(c) Exercise of Voting Rights. ~~Except as otherwise specified in this Declaration or the By-Laws, the The~~ vote for each Unit owned by a Class "A" member shall be cast ~~exercised by the Class "A" Member. Neighborhood Representative representing the Neighborhood, as provided in Section 6.3(b). The Neighborhood Representative may cast all such votes as it, in its discretion, deems appropriate.~~

~~In any situation where a Member is entitled to exercise the vote for his or her Unit, and If there is more than one Owner of such Unit, the vote for such Unit shall be exercised as the co-Owners determined among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person attempts to exercise it.~~

8. Section 6.3 of Article VI is hereby is hereby deleted in its entirety as follows:

6.3. Neighborhoods and Neighborhood Representatives.

~~(a) Neighborhoods. Property that is submitted to this Declaration shall be assigned to a specific Neighborhood, which Neighborhood may be then existing or newly created, by recording in the Public Records a Supplemental Declaration which identifies the Neighborhood by name. So long as it has the right to subject additional property to this Declaration pursuant to Section 9.1, the Declarant may unilaterally amend this Declaration or any Supplemental Declaration to redesignate Neighborhood boundaries for any purpose.~~

~~(b) Neighborhood Representatives. The Class "A" members in each Neighborhood shall be represented by a Neighborhood Representative who shall be responsible for casting all votes attributable to Units owned by Class "A" members in the Neighborhood on all Association matters requiring a membership vote, except as otherwise specified in this Declaration or the By-Laws. The senior elected officer of each Neighborhood Association, or duly appointed chairperson of a Neighborhood Committee, which Committee is elected as provided in the By-Laws, shall serve as the Neighborhood Representative. The next highest officer within the Neighborhood shall serve as the alternate. For Neighborhoods which do not have a Neighborhood Association or which have not elected a Neighborhood Committee, the Board shall, by resolution, establish procedures for Neighborhoods to elect or appoint a Neighborhood Representative. Such procedures may allow for two or more Neighborhoods to be combined for purposes of electing or appointing a Neighborhood Representative and may allow for terms of office in excess of one year. The Neighborhood Representative shall cast all the votes of the Class "A" members in his or her Neighborhood as he or she deems appropriate in his or her discretion.~~

~~The Board shall call for the designation of a Neighborhood Representative for each Neighborhood not later than the date upon which the Owners, other than Declarant or Builders, hold record title to 75% of the Units in such Neighborhood. Until such time as Neighborhood Representatives are designated for the Neighborhood, the Owners within such Neighborhood are entitled to personally cast the votes attributable to their respective Units on any issue requiring a membership vote under the Governing Documents and are therefore considered Members eligible to vote on Association matters. Unless otherwise provided in~~

~~the documents governing a Neighborhood Association, each Class "A" member owning a Unit within the Neighborhood is entitled to cast one equal vote per Unit owned in Neighborhood elections, and the presence, in person or by proxy, of Class "A" members representing at least 30% of the total Class "A" votes attributable to Units in the Neighborhood constitutes a quorum at any Neighborhood meeting. Neighborhood Representatives and alternates shall serve a term of one year and until their successors are elected. Any Neighborhood Representative or alternate may be removed, with or without cause, upon the vote or written petition of a majority of the total number of Class "A" votes in the Neighborhood.~~

9. Section 8.1 of Article VIII is hereby amended to read as follows:

~~At least 60 days before the beginning of each fiscal year, the~~ The Board shall prepare a an annual budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.5. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years or sources other than assessments levied against the Units, and the amount to be generated through the levy of Base Assessments and Special Assessments against the Units, as authorized in Section 8.6.

The Board shall send a copy of the final proposed budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget fourteen days in advance of the Board meeting at which the budget will be considered and approved, to each Owner ~~at least 30 days prior to the effective date of such budget~~. The budget adopted by the Board shall automatically become effective except, after Turnover, the budget may be amended at a meeting by Members representing at least ~~67%~~ a majority of the total votes in the Association. ~~There is no obligation to call a meeting for the purpose of considering the budget except after Turnover, a meeting may be called on petition of the Members as provided for special meetings in Article II, Section 2.4 of the By-Laws.~~

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the assessments from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above.

10. Section 8.4 of Article VIII is hereby amended to read as follows:

8.4 Neighborhood Assessments to Pay for Enhanced Services Within Specific Neighborhoods.

A majority of Unit Owners within a Neighborhood may petition the Board to provide a higher level of service than that which the Association generally provides to all Neighborhoods, or may request that the Association provide special services for the benefit of all Units in such Neighborhood. Within sixty (60) days after receiving such petition, the Board shall obtain estimates for the requested services and prepare a separate budget

therefor. The Board shall then mail a notice of proposed Neighborhood Assessment to each Owner within the Neighborhood as to the amount of Neighborhood Assessment required to pay for such services, and calling for a vote of the Unit Owners impacted thereby. At the Board's discretion, the vote may be conducted by mail or at the next annual meeting of the Association. ~~If a majority two-thirds of the~~ Unit Owners within the Neighborhood approve the Neighborhood Assessment, it shall be levied against each Unit Owner within the Neighborhood. Notwithstanding the above, (a) the Declarant must approve the Neighborhood Assessment if it owns any Unit within the Neighborhood and (b) if the Declarant owns all of the Units within a Neighborhood, the Declarant may request the services without a vote and the Neighborhood Assessment needed to pay for such services may be passed on by the Declarant to the Owners who purchase Units within the Neighborhood. Enhanced services for a particular Neighborhood shall be paid solely through Neighborhood Assessments and not be included within Base Assessments.

11. Section 8.8 of Article VIII is hereby amended to read as follows:

8.8. Reserve Assessments.

Upon acquisition of record title to a Unit by the first Owner thereof other than a Builder or Declarant and upon each subsequent transfer or conveyance of any type whatsoever, a contribution shall be made by or on behalf of the purchaser to the reserves of the Association in ~~an the~~ amount of \$1,250.00 established by resolution of the Board of Directors (the "Reserve Assessment"). This amount is in addition to, not in lieu of, the annual Base Assessment and is not considered an advance payment of such assessment. This amount shall be paid to the Association by separate check upon the closing or other settlement of the transfer or conveyance of the Unit. Because the Reserve Assessment to be paid by the first Owner of a Unit will affect the marketability of Units owned by Declarant, the Reserve Assessment amount may not be increased with respect to the transfer of a Unit to the first Owner without the consent of Declarant until Declarant no longer owns any Unit. Any unpaid Reserve Assessment constitutes a lien in favor of the Association against the Unit as provided in this Article.

12. Section 8.11 of Article VIII is hereby amended to read as follows:

~~The Association has a lien against each Unit to secure payment of delinquent assessments, as well as interest, late charges and costs of collection (including attorneys' fees). Such lien is superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value and recorded prior to the date the Association records a Claim of Lien. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages on real property are foreclosed under Florida law.~~

~~The Association may bid for the Unit at the foreclosure sale and acquire, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall~~

~~be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessments, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charged authorized hereunder without foreclosing or waiving the lien securing the same.~~

~~The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of a first Mortgage recorded prior to a Claim of Lien shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The subsequent Owner to the foreclosed Unit shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 8.9, including such acquirer, its successors and assigns.~~

8.11 Lien. The Association has a lien on each Unit for unpaid past due Association assessments and charges, together with interest, late payment penalties, costs, and reasonable attorney fees incurred by the Association in enforcing the lien. The lien is perfected by recording a Claim of Lien in the Public Records of Lee County, Florida, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amounts then due, and the dates when due. The Claim of Lien must be signed and acknowledged by an Officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments, fines and charges, interest, late fees, costs, and attorney fees which are due and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

13. Section 8.12 of Article VIII is hereby amended to read as follows:

8.12 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments or charges by the procedures and in the same manner as is provided in Section 720.3085, Florida Statutes, as amended from time to time, for the foreclosure of a lien upon a Unit for unpaid assessments. All unpaid assessments and charges also constitute a personal obligation of the Owner and the Association may, in addition to any other remedy herein provided, bring an action at law against any Owner liable for unpaid charges or assessments. If final judgment is obtained, such judgment shall include interest on the assessments as above provided and reasonable attorney fees to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action.

14. Section 8.13 of Article VIII is hereby amended to read as follows:

8.13 Priority of Liens. Except in regard to any exemption that the Association is required to provide to a first mortgage holder under Section 720.3085, Florida Statutes, or other law, the Association's lien for unpaid charges, assessments, and all other amounts shall relate back to the date the original Declaration applicable to the property was recorded in the Public Record and be superior to, and take priority over, any other mortgage, lien, or interest recorded after that date. Any lease of a Unit shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

15. Section 8.14 of Article VIII is hereby amended to read as follows:

8.14 Application of Payments; Failure to Pay; Interest. Assessments, charges, and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition to interest, the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges, and installments thereon shall become due, and the Unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. Any restrictive endorsement on or accompanying a payment notwithstanding, all payments made to the Association by or on behalf of an Owner shall be applied first to interest, then to late fees, then to costs (including, but not limited to, collection charges imposed by the management company, attorney, and Court), then to attorney fees, then to fines (if allowed by law), then to other charges, and then to the oldest outstanding unpaid individual assessments, regular assessments, and special assessments. No payment by check is deemed received until the check has cleared the Bank. The Association shall also have the right to require any tenant occupying the Unit during any period in which assessments for the Unit are due, but have not been paid to the Association, to pay the rent to the Association. The right of a delinquent Owner to vote may be suspended and the Association may also suspend the rights of delinquent owners, their household members, tenants, and guests, to use the common facilities.

16. Section 8.15 of Article VIII is hereby amended to read as follows:

8.15 Acceleration. If any Base Assessment, Special Assessment, or installment of any Assessment as to a Unit becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's Assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the Public Records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, and attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postage paid.

17. Section 8.16 of Article VIII is hereby amended to read as follows:

8.16 Certificate as to Assessment; Mortgagee Questionnaires. Within fifteen (15) days after request by an Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Owner with respect to the Unit have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association may charge a fee of \$150.00, or more if allowed by law, plus any related attorney fees, to issue the certificate. The Association may, but is not obligated to, respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire, the Association may charge a fee (in addition to any charge for an estoppel letter), plus any related attorney fees for doing so.

18. Section 8.17 of Article VIII is hereby amended to read as follows:

8.17 Mortgage Foreclosure. All persons or entities acquiring title to a Unit as the result of a foreclosure or other Court ordered sale, shall be obligated to pay all past due assessments due and owing at the time of sale regardless of whether or not the Association has filed a Claim of Lien. No Owner or acquirer of title to a Unit by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of his ownership, except as specifically required by law. If the Association is named in a mortgage foreclosure related to a Unit, the attorney fees and costs incurred shall be charged as an Assessment against the Unit and shall be the responsibility of the current and subsequent Owners.

19. Section 8.12 Exempt Property is unchanged but renumbered to Section 8.18.

The Following Property is exempt from payment of Base Assessments, Neighborhood Assessments, Special Assessments and Reserve Assessments:

(a) All Common Area and such portions of the Property owned by the Declarant that are included in the Area of Common Responsibility pursuant to Section 7.2; and

(b) Any Property dedicated to and accepted by any governmental authority or private or public utility.

In addition, the Declarant and/or the Association has the right, but not the obligation, to grant exemptions to certain Persons qualifying for tax exempt status under Section 501(c) of the Internal Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in said Section 501(c).

20. This Amendment shall become effective upon recording amongst the Public Records of Lee County, Florida.

21. As modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.



22. Attached hereto are Amended and Restated Bylaws of The Sandoval Community Association, Inc. which have been adopted by Declarant pursuant to Section 6.6(a) of the Bylaws.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year first above written.

Witnesses:

Becky Hopkins

Signature

Print Name: Becky Hopkins

Scott Hume

Print Name: Scott Hume

TAYLOR MORRISON OF FLORIDA, INC.,  
a Florida corporation

By: Anthony J. Squitieri

Printed Name: Anthony J. Squitieri

Title: Vice President

STATE OF FLORIDA                    )  
  ) SS  
COUNTY OF LEE                    )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Anthony J. Squitieri, as Vice President of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, freely and voluntarily under authority duly vested in them by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of July, 2014.

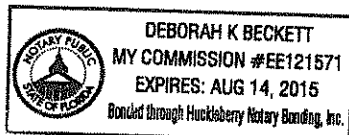
Deborah K Beckett

Notary Public, State of Florida at Large

**DEBORAH K. BECKETT**

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public



**AMENDED AND RESTATED BYLAWS  
OF  
THE SANDOVAL COMMUNITY ASSOCIATION, INC.**  
**Adopted July 17, 2014 by the Declarant pursuant to its powers in  
Section 6.6(a) of the bylaws.**

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**1. GENERAL.** These are the Bylaws of The Sandoval Community Association, Inc., ("Association"), a Florida corporation not for profit organized for the purposes set forth in the Articles of Incorporation.

**1.1 Principal Office.** The current principal office of this corporation is Sandoval Community Association, Inc. 2573 Sandoval Parkway, Cape Coral, Florida 33991, or at such other place as may be established by the Board of Directors, from time to time.

**1.2 Definitions.** All terms defined in the Declaration of Covenants and Restrictions for Sandoval Community (the "Declaration") relating to the residential community known as Sandoval ("Sandoval"), recorded in the Public Records of Lee County, Florida, are incorporated herein by reference and made a part hereof.

**1.3 Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

**2. MEMBERSHIP AND VOTING RIGHTS.** The classes of membership shall be as more fully set forth in Section 5.1 of the Declaration.

**2.1 Classes of Membership.**

**2.1.a** Class "A" members constitute the Owners of Units as defined in the Declaration in Articles II and Section 6.3 of the Declaration.

**2.1.b** The sole Class "B" member is the Declarant as set forth in Section 6.2 of the Declaration.

**2.2 Voting Rights; Voting Interests.** Each Owner shall be a Class "A" member of Association. No person who holds an interest in a Unit only as security for the performance of an obligation shall be a member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit. There shall be one vote appurtenant to each Unit. For the purposes of determining who may exercise the Voting Interest associated with each Unit, the following rules shall govern:

**2.2.1 Unit Owned By Husband and Wife.** Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Unit. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

**2.2.2 Trusts.** In the event that any trust owns a Unit, Association shall have no obligation to review the trust agreement with respect to such trust. For example, if the Unit is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Unit for all Association purposes. If the Unit is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the member with respect to the Unit for all Association purposes. If the Unit is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the member with respect to the Unit for all Association purposes. If the Unit is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the member with respect to the Unit for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Unit, either trustee may exercise the Voting Interest associated with such Unit. In the event of a conflict between trustees, the Voting Interest for the Unit in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Unit shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

**2.2.3 Corporations and Limited Liability Companies.** If a Unit is owned by a corporation or limited liability company, the corporation or limited liability company shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Unit.

**2.2.4 Partnerships.** If a Unit is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Unit. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Unit is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Unit. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Unit cannot be exercised.

**2.2.5 Multiple Individuals.** If a Unit is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect

to such Unit. In the event that there is a conflict among such individuals, the Voting Interest for such Unit cannot be exercised.

**2.2.6 Liability of Association.** Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

**2.3 Method of Voting.** All votes of the members pertaining to the Association, including the election of Directors, shall be cast by the individual members who shall have one (1) indivisible vote in all matters which members are entitled to vote.

**2.4 Membership Records.** Records shall be maintained by the Association showing the names of the members, their addresses, the number of Units owned by each member and such other information as the Board shall require. members may be issued a certificate or other evidence of membership, which may be wallet-size. The certificate of membership may set forth the number of Units owned by the member and such other information as determined by the Board. Admission to any Common Area, facility, meeting or affair of the Association may be conditioned upon production of a current certificate of membership by the member.

**2.5 Transfer of membership.** Except as provided in Section 2.7 below, no member may transfer his Association membership, except as an appurtenance to his Unit. The Association shall be entitled to charge an administrative transfer fee equal to the greater of 1) the amount permitted by law or 2) \$100.00 for each transfer. When a member ceases to be an owner, his membership shall cease. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

## **2.6 Rights and Privileges of members.**

- (A) Every member shall have the right to:
- (1) Have his vote cast by his Voting Representative at the meetings of the members (Voting Representative means the person designated to cast the vote for Units owned by more than one person or the person authorized to vote on behalf of a Unit owned by an entity.);
  - (2) Serve on the Board if elected;
  - (3) Serve on committees; and
  - (4) Attend board and membership meetings.

Each member is encouraged to take an active interest in Association affairs.

(B) Every member in good standing shall have the privilege of using and enjoying the Common Areas, subject to the rules of the Association.

(C) A member is in good standing if he is current in the payment of all assessments and other financial obligations to the Association, and his membership is not suspended.

## **2.7 Delegation of Rights to Use Common Areas.**

(A) In accordance with the Declaration, a member may delegate his privilege to use the Common Areas to:

- (1) A reasonable number of guests if accompanied by the member; or
- (2) Residential tenants who reside in the member's Unit.

(B) In the case of residential tenants of the member's Unit, the delegating member must give prior written notice to the Association of such delegation. The written notification shall state the name, age, permanent address, intended length of time the delegation will be effective, and such other information about each residential tenant as the Board shall require.

(C) A member who has delegated his use privileges and is not in residence in Sandoval may not use Common Areas during the period of the delegation, except as a guest of another member. A member may not be the guest of his tenant.

(D) members shall be responsible for keeping the Association informed as to the identity and relationship of any persons who normally reside with the member and intend to utilize the Association Common Areas.

(E) The Board of Directors may limit the number of guests or the frequency or duration of any member's delegation of use rights, and may impose fees for the delegation of

such rights of use of the facilities by renters or guests, which fees may be different from fees charged to members for their use.

### **3. MEMBERS' MEETINGS.**

- 3.1 Annual Meeting.** The annual meeting of the members shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.
- 3.2 Special Members' Meetings.** Special meetings of the members may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the members. The business to be conducted at a special members meeting shall be limited to the extent required by Florida Statutes.
- 3.3 Quorum.** A quorum shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these Bylaws. Notwithstanding any provision herein to the contrary, in the event that technology permits members to participate in members meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.
- 3.4 Vote Required to Transact Business.** Decisions that require a vote of the members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these Bylaws.
- 3.5 Notice of Meetings.** Written notice of each members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each member entitled to vote, not less than fourteen (14) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the member's address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a special members meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the members of any member meeting.
- 3.6 Adjourned Meetings.** Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section

720.303(2), Florida Statutes (2012) as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 617.0707, Florida Statutes (2013), as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

**3.7 Order of Business.** The order of business at members' meetings shall be substantially as follows:

- (A) Determination that a quorum has been attained
- (B) Reading or waiver of reading of minutes of last members' meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (when appropriate)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

**3.8 Minutes.** Minutes of all meetings of the members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

**3.9 Proxies.** At all meetings, members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 720.306(6) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

**3.10 Action by Members Without a Meeting.** Except the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written instruments expressing approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the Voting Interests were present and voting. 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 at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law.

**4. BOARD OF DIRECTORS.** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval or consent of the members only when such is expressly required.

**4.1 Powers.** The Board shall, subject to the limitations and reservations set forth in Chapter 617, *Florida Statutes*, Declaration, Articles, and these Bylaws, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

- (A) **General.** Exercise all powers, duties and authority vested in or delegated to Association by law and in these Bylaws, the Articles, and the Declaration, including, without limitation: adopt budgets; levy assessments; levy fines against Units for violations of the governing documents, including the Rules & Regulations; enforce obligations of the Owners; allocate profits and expenses and do anything and everything necessary and proper for the sound management of the Association; make repairs to or alteration of the Association Property and restore Association Property after damage or destruction by fire or other casualty event; obtain and review insurance for Association Property and other insurance required by the Declaration; impose a fee in connection with the approval of the transfer or sale or rental of Unit; exercise use of the pool court for private parties and gatherings and to impose reasonable charges for such uses in accordance with Lee County Health Standards; and enter into contracts with Telecommunications Providers for Telecommunications Services.
- (B) **Rules and Regulations.** Adopt, publish, promulgate and enforce rules and regulations governing the use of Sandoval by the members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.
- (C) **Enforcement.** Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a member during any period in which such member shall be in default in the payment of any assessment or charge levied, or collected, by Association.
- (D) **Hire Employees.** Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of Association and/or its officers.
- (E) **Common Areas.** Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common



Areas, as provided in the Declaration, and with any other matters involving Association or its members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

- (F) **Granting of Interest.** Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.
- (G) **Financial Reports.** Prepare all financial reports required by the Florida Statutes.
- (H) **Budget.** The Board of Directors, at a duly noticed Board of Directors meeting each year, shall adopt a budget of general expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit at the end of the current year. The Association shall provide each member with a copy of the annual budget or written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and show the amounts budgeted by accounts and expense classifications.
- (I) The Board of Directors may appoint neighborhood liaisons whose function shall be to serve as fact finding committees or teams. Fact finding committees or teams have no power to bind the Association and may be removed by the Board for any reason.
- (J) Perform all other acts not inconsistent with law or the governing documents and necessary for the proper functioning of the Association.

**4.2 Number and Eligibility.** Prior to turnover of control of the Association to the members, the affairs of Association shall be managed by a Board consisting of three (3) persons. Prior to turnover the Declarant appointed Board members do not have to be owners. The Declarant may remove Declarant appointed Board members for any reason and reappoint replacements at any time without notice. After turnover, in order to be eligible for Board service, one must be a record title holder of a Unit or a spouse of a record title holder of a Unit or someone appointed by an entity that has title to a Unit and in good standing with the Association. The number of director seats shall be increased to seven (7) immediately following turnover of control from the Declarant to the members. The Class "A" members of the Association are entitled to elect a majority of the Board when the Declarant has sold 90% of the Units within Sandoval.

**4.3 Term of Office.** At the turnover meeting, a “staggered” term of office of the Board shall be created as follows:

1. A number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number (i.e. four) is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the four (4) Directors receiving the most votes at the turnover meeting; and
2. The remaining three (3) Directors’ terms of office shall be established at one (1) year.

At each Annual Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

**4.4 Nominations and Elections.** The members shall elect all directors of Association at or in conjunction with the Annual Meeting of the members.

- (A) **Candidates.** The Board shall adopt and utilize procedures whereby the Association shall send a first notice of the annual meeting at least forty-five (45) days prior to the annual meeting whereupon any person eligible to serve as a director may qualify as a candidate and have his or her name on the ballot, by notifying the Association in writing, at least thirty (30) days in advance of the election, of his or her desire to be a candidate for any vacancy which he or she is eligible to fill. All eligible persons giving timely written notice of desire to be a candidate shall be listed alphabetically by surname on any ballots distributed or used by the Association. At least fourteen (14) days before the annual meeting the Association shall mail a second notice of annual meeting that will contain a list of candidates, candidate information sheets, instructions, a proxy and a ballot.

No additional nominations after the thirty (30) day cut-off period are permitted. No nominations from the floor are permitted.

- (B) **Election and Voting Materials.** Candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes at their own expense, including providing a candidate information sheet about themselves not less than twenty-five (25) days prior to the meeting at which the election will be held. Any written materials distributed to the members by the Association regarding an election shall be non-partisan, and Association funds shall not be used in any way to promote the election of any candidate over another. No ballot or other election materials used by the Association shall endorse, disparage, or comment on any candidate or indicate whether a candidate is

an incumbent, however the Association shall duplicate and distribute without editing brief resumes of background and qualifications provided by any candidates who would like it distributed. The second notice of the annual meeting including the ballots and all other election and voting materials shall be distributed by the Association with the notice of the annual meeting described in Section 3.5 above.

- (C) **Balloting.** Elections shall be by written ballot. The candidate(s) who receives a plurality of the votes cast shall be elected. Each member may cast as many votes as there are directors to be elected, but not more than one vote for any candidate. Each member may also cast one vote for each director to be elected, it being the intent hereof that cumulative voting is prohibited. Election ballots shall be cast by the Class "A" members directly with the Association. Any ballots received after the polls are closed will be discarded and not counted. The polls are closed when "last call" for ballots is announced at the opening of the annual meeting.
- (D) **Vote Counting.** On the day of the annual meeting, before the meeting begins, at a place and time which was stated in the notice of the meeting, the Board (or its designees) shall open the sealed envelopes and count the votes in such manner as it (or they) deem advisable. Any unrelated member to a candidate running for the board shall be entitled to attend and observe the opening and counting. The results of the election shall be announced at the beginning of the Annual Meeting, and the new directors shall take office at the final adjournment of the meeting. A tie vote shall be broken by agreement between the tied candidates, or, in the absence of an agreement, in a run off election. Any dispute as to the validity of any ballots shall be resolved by the incumbent Board.
- (E) **Certification.** Within 90 days after being elected or appointed to the Board, each director shall certify in writing to the secretary of the Association that he or she has read the Association's declaration of covenants, articles of incorporation, bylaws and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members. In lieu of the written certification, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved education provider within 1 year before or 90 days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the director on the Board. A director who does not timely file the written certification or educational certificate is suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension. The Association shall retain each director's written certification or educational certificate for

five (5) years after the director's election; however, the failure to retain the certificate does not affect the validity of any Board action.

- 4.5 Vacancies on the Board.** If the office of any director or directors becomes vacant for any reason, a majority of the remaining directors, though less than a quorum, shall promptly choose a successor or successors, who shall hold office for the entire remaining term. If for any reason there should arise circumstances in which no directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting by the same method for regular elections called and noticed by 10% of the members or by exercising a member's right to have a receiver appointed pursuant to Section 720.3053, *Florida Statutes*.
- 4.6 Removal.** A director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property is removed from office. The Board shall fill the vacancy according to general law until the end of the period of the suspension or the end of the director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director or officer shall be reinstated for any remainder of his or her term of office. Any director may be removed from the Board with or without cause by vote of a majority of the Voting Interests or as provided in Section 4.22.
- 4.7 Organizational Meeting.** An organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new directors at such place and time as may be fixed by the new directors at the meeting when they were elected.
- 4.8 Regular Meetings.** Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.
- 4.9 Special Meetings.** Prior to turnover of control of the Association by Declarant to the members, special meetings of the Board shall be held when called by the President, or by any two (2) directors. After turnover of control of the Association by Declarant to the members, special meetings of the Board may be called by the President or by any four (4) directors. Each director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.
- 4.10 All Meetings.** All meetings of the Board shall be held in accordance with Roberts Rules of Order.
- 4.11 Waiver of Notice by Directors.** Any director may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any director constitutes waiver

of notice, unless that director objects to the lack of notice at the beginning of the meeting.

- 4.12 Board Meetings; Notice to Members.** A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Association business. All meetings of the Board shall be open to all members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Association Common Areas at least forty-eight (48) hours in advance of a meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of such assessments. Any Owner may tape-record or videotape meetings of the Board and meetings of the members. The Board may adopt reasonable rules governing the taping of meetings of the Board and the membership.
- 4.13 Quorum of Directors.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board. Any director has a right to participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.
- 4.14 Vote Required.** Except as otherwise required by law or the governing documents, the acts approved by a majority of the directors present and voting at a duly called Board meeting at which a quorum exists shall constitute the acts of the Board of Directors.
- 4.15 Presumption of Assent.** A director who is present at a meeting of the Board shall be deemed to have voted in favor of the point of view that prevails on any question, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote of each director on each matter considered, including abstention because of an asserted conflict of interest, must be recorded in the minutes of the meeting.
- 4.16 Adjourned Meetings.** The majority of the directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum exists, any business that might have been transacted at the meeting originally called may be transacted without any further notice.
- 4.17 Presiding Officer.** The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither are present, the presiding officer shall be selected by majority vote of those present.

- 4.18 Compensation of Directors and Officers.** Unless otherwise provided under Florida law, or approved in advance by a majority of the members of the Association, neither directors nor officers shall receive compensation for their services as such. Directors and officers may not solicit, offer to accept, or accept any good or service of value for which consideration has not been provided for his or her benefit or for the benefit of a member of his or her immediate family from any person providing or proposing to provide goods or services to the Association. Directors may not also be employees of the Association. Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.
- 4.19 Emergencies.** In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his or her absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.
- 4.20 Emergency Powers.** In the event of an “emergency” as defined in Paragraph 4.20(G) below, the Board of Directors of the Association may exercise the emergency powers as 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 of whom they are assistant during the period of the emergency, to accommodate the incapacity or unavailability 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 practical 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 or her actions are lawful in accordance with these emergency powers shall incur no liability for doing so, except in the case of willful misconduct.
- (F) The provisions of these emergency powers shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (G) For purposes of this Section, an "emergency" exists only during a period of time that Sandoval, or the immediate geographic area in which Sandoval is located, is subjected to:
  - (1) a state of emergency declared by law enforcement authorities;
  - (2) a hurricane warning;
  - (3) a partial or complete evacuation order;
  - (4) designation by federal or state government as a "disaster area"; or
  - (5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to Sandoval, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

**4.21 Committee Meetings.** The provisions of this Section 4 governing the calling and holding of Board meetings shall also apply to the meetings of any committee or other similar body when a final decision will be made regarding the expenditure of Association funds, and meetings of anybody vested with the power to approve or disapprove architectural decisions with respect to a specific parcel.

**4.22 Recall.** Any Board member elected by the membership may be recalled by the membership if a majority of the entire membership votes to recall a member-elected director at a special meeting for such purpose or by written ballot. Director recalls are governed by Section 720.303(10), *Florida Statutes* (2012).

## 5. OFFICERS.

**5.1 Officers and Elections.** The executive officers of the Association shall be a President, and one or more Vice Presidents, who must be directors of the Association, as well as a Treasurer and a Secretary, all of whom shall be elected annually by majority vote of the Board of Directors. Any officer may be removed, with or without cause, by vote of a majority of all Directors at any meeting. Any

person except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President. The officers may delegate their duties and responsibilities.

- 5.2 President.** The President shall preside at all meetings of membership and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.
- 5.3 Vice President.** The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.
- 5.4 Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of membership and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of membership; keep appropriate current records showing the names of the members of Association together with their addresses; and perform such other duties as required by the Board.
- 5.5 Treasurer.** The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes; cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

**6. FISCAL MATTERS.** The provisions for assessments and fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

- 6.1 Depository.** The Association shall maintain its accounts in federally insured accounts at financial institutions doing business in the State of Florida as may be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, provided they are federally insured, or backed by the full faith and credit of the United States.
- 6.2 Budget.** The Board of Directors shall, at a meeting in November or December of each year, adopt a budget of general expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year. The Association shall provide each member with a copy of the annual budget or a written notice



that a copy of the budget is available upon request at no charge to the member. The budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

- 6.3 Reserves.** The Board may establish in the budget one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by a majority of the Voting Interests voting in person or by proxy at a duly noticed meeting of the membership.
- 6.4 Fidelity Bonds.** The Treasurer, and all other officers who are authorized to sign checks, and all directors, agents and employees of the Association handling or responsible for Association funds, shall be bonded in an amount to cover the maximum funds that will be in custody of the Association or its management agent at any given time unless this requirement is waived by a majority of the Voting Interests present at a properly called meeting of the Association. The premiums on such bonds shall be paid by the Association.
- 6.5 Accounts and Accounting Procedures.** The financial and accounting records of the Association, must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
- (A) Accurate, itemized, and detailed records of all receipts and expenditures.
  - (B) A current account and a period statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
  - (C) All tax returns, financial statements, and financial reports of the Association.
  - (D) Any other records that identify, measure, record or communicate financial information.
- 6.6 Financial Reporting.** The Association shall prepare an annual financial report within ninety (90) days after the close of the fiscal year. The Association shall, within thirty (30) business days after the report is prepared, provide each member with a copy of the report or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

- (A) Financial statements presented in conformity with generally accepted accounting principles; or
  - (B) A financial report of actual receipts and expenditures, cash basis, which report must show:
    - (1) The amount of receipts and expenditures by classification; and
    - (2) The beginning and ending cash balances of the Association.
- 6.7 **Audits.** A formal certified audit of the accounts of the Association, if required by law, or by a majority of the Voting Interests, or by a majority of the Board of Directors, shall be made by an independent certified public accountant, and a copy of the audit report shall be available on request to each member.
- 6.8 **Application of Payments and Commingling of Funds.** All monies collected by the Association may be commingled, for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board of Directors. The books and records of the Association shall be kept in conformity to generally accepted accounting principles, and the audit and accounting guide for Common Interest Realty Associations of the American Institute of Certified Public Accountants. All payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and annual or special assessments, in such manner and amounts as the Board of Directors may determine, or as may be required by law.
- 6.9 **Fiscal Year.** The fiscal year for the Association shall begin on the first day of January each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States.
- 6.10 **Payment of Assessments.** Annual assessments based on the adopted budget shall be payable and received by the Association's management company on the first (1<sup>st</sup>) day of each quarter, but not later than the tenth (10<sup>th</sup>) day of each quarter. Assessments may be paid electronically, if so coordinated with the management company. Written notice of the annual assessment shall be sent to all Owners at least fourteen (14) days prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. By resolution, the Board may establish the place for payment, the method of payment, and a late payment fee.
- 6.11 **Special Assessments.** Special assessments may be imposed by the Board of Directors whenever necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Declaration or these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must

contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members in a manner consistent with law.

**7. AMENDMENT OF BYLAWS.** Amendments to these Bylaws shall be proposed and adopted in the following manner:

- 7.1 Proposal.** Amendments to these Bylaws may be proposed either by a resolution approved by a majority of the whole Board of Directors, or by a petition to the Board signed by the voting representatives of at least twenty-five percent (25%) of the Voting Interests of the Association. Once so proposed, the amendments shall be submitted to a vote of the members at a meeting no later than the next annual meeting for which notice can still properly be given.
- 7.2 Vote Required.** Except as otherwise provided by law, or by specific provision of the governing documents, these Bylaws may be amended by concurrence of at least two-thirds (2/3) of the Voting Interests present and voting at any annual or special meeting, provided that the text of any proposed amendment has been given to the members with notice of the meeting.
- 7.3 Certificate; Recording.** A copy of each approved amendment shall be attached to a certificate reciting 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 the certificate and copy of the amendment are recorded in the Public Records of the County. The certificate must identify the book and page of the Public Records where the Declaration was originally recorded. Within thirty (30) days after recording an amendment to the Bylaws, the Association shall provide copies of the amendment to the members.

**8. MISCELLANEOUS.**

- 8.1 Gender; Number.** Whenever the masculine or singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.
- 8.2 Severability.** Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.
- 8.3 Conflict.** If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration or the Articles of Incorporation of the Association, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.
- 8.4 Florida Statutes.** Whenever these Bylaws refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these Bylaws are recorded except that amendments to Chapter 720 that are purely procedural in nature shall apply.

Dated this 17<sup>th</sup> day of JULY, 2014.

[Signature]  
Witness

[Signature]  
Witness

**THE SANDOVAL COMMUNITY  
ASSOCIATION, INC.**

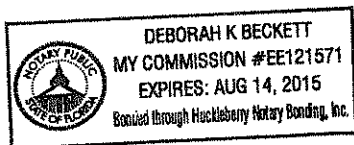
By: [Signature]  
JOHN ASHER, President

Attest: [Signature]  
VALERIE MOCHESNEY, Secretary

STATE OF FLORIDA       §  
                                     §  
COUNTY OF LEE       §

The foregoing instrument was acknowledged before me this 17 day of July, 2014, by John P. Asher, President of The Sandoval Community Association, Inc., a non-profit Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

(Notary Seal)



[Signature]

Signature of Notary Public

**DEBORAH K. BECKETT**

(Print, type or stamp commissioned name of Notary Public)

Commission No: