

CERTIFICATE OF AMENDMENT

TO THE

BYLAWS

OF

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VIVIENDA WEST CONDOMINIUM ASSOCIATION, INC.

VIVIENDA WEST CONDOMINIUM ASSOCIATION, INC., its address being 699 Vivienda West Boulevard, Venice, FL 34293, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of VIVIENDA WEST, a Condominium is recorded in O.R. Book 1235, page 867, of the Public Records of Sarasota County, Florida. The following amendments to the Bylaws were submitted to the entire membership of the Association at its meeting called and held on the 16th day of November, 1993, and approved by affirmative vote of not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the members of the Association as required by the Bylaws.

1. Article 1.1, Identity, is hereby amended to read as follows:

1.1 The office of the Association shall be at ~~848 Sonda Plata~~ 699 Vivienda West Boulevard, Venice, Florida ~~33595~~ 34293.

2. Article 2.1, Annual Members' Meeting, is hereby amended to read as follows:

2.1 ~~The annual members' meeting shall be held at a time, place and date, to be set at the discretion of the Board of Directors the office of the Association at 11:00 a.m., Eastern Standard Time, on the second Tuesday in January of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members, provided, however, 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.~~

3. Article 2.2, Special Members' Meetings, is hereby amended to read as follows:

2.2 Special members' meetings shall be held whenever called by the President or Vice-President or Secretary upon receipt of a

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written request from members entitled to cast ten (10%) percent of the votes of the entire membership, or by any such officer upon the direction of a majority of the entire Board of Directors or as otherwise required by law.

4. Article 2.3, Notice of All Members' Meetings, is hereby amended to read as follows:

2.3 Notice of all members' meetings stating the time and place, identification of agenda items and the object for which the meeting is called shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed ~~by certified mail, return receipt requested,~~ not less than fourteen (14) nor more than forty-five (45) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. Notice of meetings shall be posted conspicuously on the condominium property not later than fourteen (14) continuous days in advance of such meeting for the members' attention.

5. Article 2.5(b), Voting, is hereby amended to read as follows:

(b) If a condominium unit is owned by one person, his right to vote shall be established by the record title to his unit. If any condominium unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by all of the record owners of the condominium unit and filed with the Secretary of the Association. If a condominium unit is owned by a corporation, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by the President or Vice-President and attested to by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the condominium unit concerned. A certificate designating the person entitled to cast the vote of a condominium unit may be revoked by any owner of a condominium unit. If such a certificate is not on file, the owner in attendance at the meeting shall cast the vote, or if more than one owner is in attendance, the owner designated by those in attendance shall cast the vote ~~of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.~~

6. Article 2.6, Proxies, is hereby amended to read as follows:

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

Unit Owners shall not vote by general proxy but may vote by limited proxy except as provided in the Condominium Act.

Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; to waive financial statement requirements; to amend the declaration; to amend the articles of incorporation or bylaws; and for any other matter for which the Condominium Act requires or permits a vote of the Unit Owners. Proxies shall in no event be used in electing the Board of Directors.

7. Article 2.8, The Order of Business, is hereby amended to read as follows:

2.8 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Call for ballots not yet cast to be collected.
- (b) Election of directors.
- (c) Election of inspectors of election.
- (ad) Calling of the roll and certifying of proxies.
- (be) Proof of notice of meeting or waiver of notice.
- (ef) Reading and disposal of any unapproved minutes.
- (dg) Reports of officers.
- (eh) Reports of committees.
- ~~(f) Appointment of inspectors of election.~~
- ~~(g) Election of directors.~~
- (hi) Unfinished business.
- (ij) New business.
- (jk) Adjournment.

8. Article 2.9, Election of New Directors, is hereby deleted in its entirety.

~~2.9 Election of New Directors. Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or~~

~~members of the Board of Directors, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a membership meeting to be held for the purpose of electing such new directors(s). Such meeting may be called and a notice given by any unit owner if the Association shall fail to do so in the time required.~~

9. Article 2.10, Turnover Meeting, is hereby deleted in its entirety.

~~2.10 Turnover Meeting. Not later than sixty (60) days after unit owners other than the Developer elect a majority of the members of the Board of Directors, a membership meeting shall be held for the purpose of allowing the Developer to relinquish control of the Association to the members and to deliver to the Association the property of the unit owners and of the Association held by or controlled by the Developer.~~

10. Article 2.11, Proviso, is hereby deleted in its entirety.

~~2.11 Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the condominium units, or until the Developer elects to terminate his control of the Condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.~~

11. Article 2.12, Minutes, is hereby amended by re-numbering the same to Article 2.9.

2.9~~2~~ Minutes. Minutes of all meetings of unit owners shall be kept in a business-like manner and available for inspection by unit owners and board members at all reasonable times.

12. Article 2, Members' Meetings, is hereby amended by adding Article 2.10, Unit Owner Rights, to read as follows:

2.10 Unit Owner Rights. Unit Owners shall have the right:

(a) To participate in meetings of Unit Owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner participation. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda; however, the Board may permit a Unit Owner to speak on such items.

(b) To tape, record or videotape a meeting of the Unit Owners subject to rules as promulgated by the Board of Directors.

13. Article 3.1, Director Membership, is hereby amended to read as follows:

3.1 Membership. All members of the Board of Directors elected by unit owners ~~other than the Developers~~ shall be members of the Association. ~~Any member of the Board of Directors appointed by the Developers need not be a member of the Association.~~

14. Article 3.2, Election of Directors, is hereby amended by deleting the present text and replacing it with the following:

"Substantial rewording of Bylaw. See Bylaw 3.2 for present text."

3.2 Election of Directors. Election of Directors shall be conducted in the manner required by law.

15. Article 3.3, Director's Term, is hereby amended to read as follows:

3.3 The term of each director's service, ~~subject to the provisions of 3.2(e) and 3.2(f) above,~~ shall extend for one (1) year, or until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

The Board of Directors shall consist of not less than three (3) nor more than five (5) Directors, which number shall be determined by the Board prior to the sixty (60) day notice of unit owners for election of Directors. If the Board does not determine the number of directorships prior to the sixty (60) day notice for election of directors, then the number of directorships remains the same.

16. Article 3.9, Adjourned Director Meetings, is hereby amended to read as follows:

3.9 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given to Directors of an adjourned meeting.

17. Article 3.10, Joinder, is hereby amended to read as follows:

3.10 Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall not constitute

the presence of such Director for the purpose of determining a quorum.

18. Article 3.13, Directors' fees, is hereby amended to read as follows:

3.13 Directors' fees, if any shall be determined by members of the Association, and approval of any such fees shall require the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association, provided, Directors designated by the Developer, and the first Board of Directors, shall not be entitled to any fees or compensation for their services as Directors.

19. Article 3.16, Vacancies, is hereby amended to read as follows:

3.16 Vacancies. A vacancy in any directorship shall be filled by the Board of Directors or as otherwise required by law person or body having the right to originally elect or appoint such Director.

20. Article 3, Directors, is hereby amended by adding Article 3.17, Board of Administration, to read as follows:

3.17 Board of Administration. The affairs of the Association shall be managed by a Board of Directors.

21. Article 3, Directors, is hereby amended by adding Article 3.18, Unit Owner's Rights, to read as follows:

3.18 Unit Owner's Rights. Unit Owners have the right:

(a) To attend all meetings of the Board of Directors and any committee thereof at which a quorum of the members of the committee are present. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda; however, the Board may permit a Unit Owner to speak on such items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements at Board meetings and committee meetings.

(b) To tape record or video tape meetings of the Board of Directors subject to rules as promulgated by the Board of Directors.

22. Article 3, Directors, is hereby amended by adding Article 3.19, Notice to Unit Owners, to read as follows:

3.19 Notice to Unit Owners. Written notice to Unit Owners is required for:

(a) Board of Directors meetings: Notices of all meetings of the Board of Directors shall be posted conspicuously on the Condominium property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. Any item not included on the notice may be taken upon an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board.

(b) Meeting to Adopt Annual Budget. The members must be given written notice of the time and place of the meeting at which the Board of Directors will consider the annual budget. A copy of the proposed annual budget of common expenses and proposed assessments must be mailed to the members not less than fourteen (14) days prior to such meeting, together with the written notice of such meeting. The meeting shall be open to the Unit Owners.

(c) Non-Emergency Special Assessment or Amendments to Rules Meeting. Written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association.

23. Article 3, Directors, is hereby amended by adding Article 3.20, Compensation, to read as follows:

3.20 Compensation. Neither Directors nor officers shall receive compensation for their services as such.

24. Article 3, Directors, is hereby amended by adding Article 3.21, Voting, to read as follows:

3.21 Voting. Directors may not vote by proxy or by secret ballot at Board meetings except that officers may be elected by secret ballot. A vote or abstention for each member present shall be recorded in the minutes.

25. Article 5.1, Officers, is hereby amended to read as follows:

5.1 The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors, and there may also be such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time determine

upon. Any person may hold two or more offices except that the same person shall not hold the office of President and Vice-President, nor shall the President or a Vice-President also be Secretary or an Assistant Secretary. Any officer may be removed peremptorily with or without cause by a vote of a majority two-thirds (2/3) of the Directors present at any duly constituted meeting. A vacancy in any office shall be filled by the remaining Board members as permitted by law ~~body having the right to originally elect the officer to the office so vacated.~~

26. Article 5.5, No Compensation, is hereby amended to read as follows:

5.5 No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. ~~No officer who is a designee of the Developers shall receive any compensation for his services as an officer.~~ Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine upon, nor shall anything herein be construed so as to preclude the Board from contracting with a Director or officer or with any corporation in which a Director or officer of the Association may be a stockholder, officer, director or employee, for the management of the condominium for such compensation as shall be mutually agreed between the Board and such officer or Director.

27. Article 6.1, Accounts, the initial paragraph, subparagraph (a) and by adding subparagraphs (f), (g) and (h) is hereby amended to read as follows:

6.1 Accounts. An account shall be maintained for the condominium administered by the Association. Receipts and expenditures shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The estimated balance in this fund at the end of each year may be applied to reduce the assessments for current expense for the succeeding year at the discretion of the Board of Directors.

(f) Statutory 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 life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance.

(g) Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association.

(h) Commingling. All funds shall be maintained separately in the Association's name. Reserve or operating funds of the Association may be commingled for purpose of investment, but separate ledgers must be maintained for each account. No manager or business entity required to be licensed or registered under Florida law and no agent, employee, officer, or director of a condominium Association shall commingle any Association funds with his funds or with the funds of any other condominium Association or community Association as defined in the Florida Statutes.

28. Article 6.2(a)(1), Notice of Budget Meeting, is hereby amended to read as follows:

(1) Notice of meeting. A copy of the proposed budget of common expenses shall be mailed to each unit owner not less than ~~fourteen (14)~~ ~~thirty (30)~~ days prior to the meeting at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

29. Article 6.2(2)(a), (b), and (c), Recall of Directors and Revision of Budget, is hereby amended to read as follows:

(2) Recall of Directors and Revision of Budget.

(a) Special membership meeting. If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any year exceeding one hundred and fifteen (115%) percent of such assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of

the unit owners, a special meeting of the unit owners shall be held within thirty (30) days of delivery of such application to the Board of Directors or any member thereof. The notice of said meeting shall state the purpose of the meeting being to consider and enact a revision of the budget ~~or to consider and enact the recall of any and all members of the Board of Directors and to elect their successors.~~ At the special meeting the Unit Owners shall consider and adopt a budget. The budget shall be adopted by a vote of not less than a majority of the Unit Owners present and voting.

(b) ~~Recall of Directors. During such period as Developer shall have the right to elect a majority of the Directors of the Association, recall of any and all members of the Board of Directors shall require the affirmative vote of all of the unit owners. Subsequent thereto, The recall of any and all members of the Board of Directors elected by any condominium shall be conducted pursuant to the requirements of the Condominium Act require the affirmative vote of not less than seventy five (75%) percent of the unit owners.~~

(c) ~~Revision of Budget. During such period of time as the Developer shall have the right to elect a majority of the Directors of the Association, a revision of the budget adopted by the Board of Directors shall require the affirmative vote of all the unit owners. Subsequent thereto, The revision of the budget adopted by the Board of Directors shall require the affirmative vote of not less than a majority seventy five (75%) percent of all Directors unit owners.~~

If the budget is amended after adoption, a copy of the amended budget shall be furnished to each member.

30. Article 6.2(3), Proviso, is hereby deleted in its entirety.

~~(3) Proviso. So long as Developer is in control of the Board of Directors of the Association, such Board shall not impose an assessment for a year greater than one hundred and fifteen (115%) percent of the prior year's assessment, as hereinafter defined, without the approval of a majority of the unit owners.~~

31. Article 6.6, Fidelity Bonds, is hereby amended to read as follows:

6.6 Fidelity bonds shall may be required by the Board of Directors for the President, Secretary and Treasurer of the Association and for all persons authorized to sign checks handling or responsible for Association funds in such amount as shall be determined by the Board but in any event not less than as re-

quired by law. The premiums on such bonds shall be paid by the Association.

32. Article 6, Fiscal Management, by adding Article 6.8, Special Assessments, is hereby amended to read as follows:

6.8 Special Assessments. Special assessments for common expenses or emergencies that cannot be paid from the quarterly assessments for common expenses shall be made only after notice of the need for such proposed special assessment is given to the Unit Owners. After such notice and upon approval of the voting interests by a majority of the Board of Directors, the special assessment shall become effective and it shall be due and payable at such time and in such manner as the Board of Directors of the Association may require in the notice of such special assessment.

The specific purpose or purposes of any special assessment approved in accordance with the above provision shall be set forth in a written notice to such assessment sent or delivered to each Unit Owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board be applied as a credit towards future assessments.

33. Article 8, Amendments, is hereby amended to read as follows:

8. Amendments. A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not less than ~~fourteen~~ (14) ~~fifteen~~ 15 days nor later than sixty (60) days thereafter for the purpose of considering said amendment. ~~Directors and~~ ~~Members~~ not present in person ~~or by proxy~~ at the meeting considering the amendment may express their vote approval in writing by proxy providing such proxy approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

~~(a) Not less than sixty six and two third (66 2/3%) percent of the entire membership of the Board of Directors and by Not less than fifty-one (51%) percent of the votes of the entire membership; or~~

~~(b) Until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developers, all amendments to the Bylaws shall be approved as set forth in sub-paragraph 8(a) or (d); and~~

~~(be) In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Sarasota County, Florida. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developers, all amendments to the Bylaws shall be approved as set forth in paragraph 8(a) or (d).~~

~~(d) Until the first election of Directors, by unit owners other than the Developers, and so long as the Developers shall have the right to fill vacancies existing in the original Board of Directors, proposal of an amendment and approval thereof shall require only the affirmative action of all of the Directors, and no meeting of the Condominium unit owners nor any approval thereof need be had.~~

34. Article 8.1, Proviso, is hereby amended to read as follows:

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected consent. No amendment shall be made that is in conflict with The Condominium Act, the Articles of Incorporation, or any of the provisions of the Declaration of Condominium. ~~No amendment shall be adopted without the consent and approval of the Developers, so long as it shall own two or more condominium units in VIVIENDA WEST, a Condominium.~~

35. Article 8.2, Execution and Recording, is hereby amended to read as follows:

8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are duly recorded ~~as an amendment to~~

~~Declaration of Condominium~~ in the Public  
Records of Sarasota County, Florida.

36. These Bylaws are hereby amended by adding Article 9,  
Miscellaneous, to read as follows:

9. Miscellaneous Provisions

9.1 Rules and Regulations. The Board of  
Directors may adopt reasonable rules and  
regulations to be uniformly applied to all  
members governing the details of the operation  
and use of the common elements.

IN WITNESS WHEREOF, said Association has caused this  
Certificate to be signed in its name by its President, this 2nd  
day of December, 1993.

ATTEST:

VIVIENDA WEST CONDOMINIUM  
ASSOCIATION, INC.

By: Phyllis J. Reel  
Secretary

By: Ruth L. Bechtel  
President

WITNESSES:

Rebekah E. Lisk  
Patricia C. Fenderson

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary  
Public in and for the State of Florida at large, personally  
appeared Ruth L. Bechtel, as President and  
Phyllis J. Reel, as Secretary, of VIVIENDA WEST  
CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that  
they are such officers of said corporation; and they executed the  
foregoing Certificate of Amendment of Bylaws on behalf of said  
corporation, and affixed thereto the corporate seal of said  
corporation; that they are authorized to execute said Certificate  
of Amendment to the Bylaws and that the execution thereof is the  
free act and deed of said corporation. They are personally known  
to me or have produced their driver's licenses as identification.

WITNESS my hand and official seal at Venice, Sarasota  
County, Florida this 2nd day of December, 1993.

Patricia C. Fenderson  
Printed Name of Notary:  
PATRICIA C. FENDERSON  
Notary Public  
Commission # AA 746562

My Commission Expires:



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