

# THIS IS NOT A CERTIFIED COPY

This Instrument Prepared by and Return to:  
Robert L. Tankel, Esquire

Address:  
Robert L. Tankel, P.A.  
1022 Main Street, Suite D  
Dunedin, FL 34698

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

### CERTIFICATE OF AMENDMENT TO BY-LAWS OF STERLING MANORS OWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws of Sterling Manors Owners Association, Inc., an exhibit to the Declaration of Covenants, Conditions and Restrictions for Sterling Manors Owners Association, Inc., as described in Official Records Book 5526 at Page 1214 of Hillsborough County, Florida, was duly approved in the matter required therein at a meeting held on December 12, 2006.

IN WITNESS WHEREOF, we have affixed our hands this 19 day of December, 2006 at Hillsborough County, Florida.

STERLING MANORS OWNERS  
ASSOCIATION, INC.

Witnesses:

Margaret M Connell  
Signature of Witness #1  
MARGARET M CONNELL

By: Steve Connell  
Steve Connell, President

MARGARET M CONNELL  
Printed Name of Witness #1

[Signature]  
Signature of Witness #2

Attest: [Signature]  
Jack Kirschmann, Secretary

Ryle Miller  
Printed Name of Witness #2

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STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December 2006 by Steve Connell and Jack Kirschmann, to me known to be the President and Secretary of STERLING MANORS OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FIDL and Personally known as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.



*Christina Rampersad*  
NOTARY PUBLIC

Christina Rampersad  
Printed Name of Notary Public

My Commission Expires: 5-23-2010

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**ADOPTED AMENDMENT TO BY-LAWS  
OF  
STERLING MANORS OWNERS ASSOCIATION, INC.**

Article III, Section 4 of the By-Laws is amended to read as follows:

SECTION 4. Number of Directors. The Board shall consist of not less than three (3) nor more than ten (10) members, as provided in Section 6 below.

SEE 5526 & 1259  
REC.

EXHIBIT "C"

BY-LAWS  
OF  
STERLING MANORS OWNERS ASSOCIATION, INC.

STERLING MANORS  
AT TAMPA PALMS

OFF. REC. 5526 1260

CONTENTS

	Page
I. NAME, PRINCIPAL OFFICE, AND DEFINITIONS	
1. Name.....	4
2. Principal Office.....	4
3. Definitions.....	4
II. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES	
1. Membership.....	4
2. Place of Meetings.....	4
3. First Meeting and Annual Meetings.....	4
4. Special Meetings.....	5
5. Notice of Meetings.....	5
6. Waiver of Notice.....	5
7. Adjournment of Meetings.....	5
8. Voting.....	5
9. Proxies.....	6
10. Quorum.....	6
11. Conduct of Meetings.....	6
12. Action Without a Meeting.....	6
III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS	
A. Composition and Selection.	
1. Governing Body: Composition.....	6
2. Directors Appointed by Declarant.....	7
3. Veto.....	7
4. Number of Directors.....	8
5. Nomination of Directors.....	8
6. Election and Term of Office.....	8
7. Removal of Directors.....	8
8. Vacancies.....	9
B. Meetings	
9. Organization Meetings.....	9
10. Regular Meetings.....	9
11. Special Meetings.....	9
12. Waiver of Notice.....	10
13. Quorum of Board of Directors.....	10
14. Compensation.....	10
15. Open Meetings.....	10
16. Action Without A Formal Meeting.....	10

C. Powers and Duties

OFF. REC. 5526 1261

17. Powers.....	11
18. Management Agent.....	12
19. Accounts and Reports.....	12
20. Borrowing.....	13
21. Fining Procedure.....	14
22. Common or Interested Directors.....	14

IV. OFFICERS

1. Officers.....	15
2. Election, Term of Office, and Vacancies.....	15
3. Removal.....	15
4. President.....	15
5. Vice President.....	15
6. Secretary.....	15
7. Treasurer.....	15
8. Resignation.....	16
9. Agreements, Contracts, Deeds, Leases, Checks, Etc.....	16

V. COMMITTEES

1. General.....	16
2. Covenants Committee.....	16

VI. MISCELLANEOUS

1. Fiscal Year.....	16
2. Parliamentary Rules.....	16
3. Conflicts.....	17
4. Amendment.....	17
5. Books and Records.....	17
6. Notices.....	17

STERLING MANORS  
AT TAMPA PALMS

OFF. 5526  
REC. 1262

BY-LAWS  
OF  
STERLING MANORS OWNERS ASSOCIATION, INC.

ARTICLE I  
NAME, PRINCIPAL OFFICE, AND DEFINITIONS

SECTION 1. Name. The name of the Association shall be The Sterling Manors Owners Association, Inc. (hereinafter sometimes referred to as the "Association").

SECTION 2. Principal Office. The principal office of the Association in the State of Florida shall be located in the County of Hillsborough. The Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.

SECTION 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

ARTICLE II  
ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

SECTION 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as is more fully set forth in that Declaration of Covenants, Conditions, and Restrictions for The Sterling Manors Owners Association, Inc., (the Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated into these By-Laws by reference.

SECTION 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

SECTION 3. First Meeting and Annual Meetings. The first meeting of the members, whether an annual or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Annual meetings shall be set by the Board so as to occur no more than one hundred and twenty (120) and no less than sixty (60) days before the close of the Association's fiscal year. Subsequent regular annual meetings shall be held within thirty (30) days of the same day of the same month of each year thereafter, at a date and time set by the Board of Directors.

SECTION 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a Majority of the Board of Directors or upon a petition signed by at least twenty-five (25%) percent of the Class "A" members. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

SECTION 5. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of record of each Unit a notice of each annual or special meeting of the Association stating the date, time, and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Unit, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes of the meeting shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 6. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

SECTION 7. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a Majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

SECTION 8. Voting. The voting rights of the members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein.



**SECTION 9. Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Unit, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

**SECTION 10. Quorum.** The presence, in person or by proxy, of one-third (1/3) of the Owners of Units to which eligible votes appertain shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

**SECTION 11. Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

**SECTION 12. Action Without a Meeting.** Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if written consent setting forth the action so taken shall be signed by all members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the members.

**ARTICLE III**  
**BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS**

**A. Composition and Selection.**

**SECTION 1. Governing Body, Composition.** The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors shall be members or spouses of such members; provided, however, no Person and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, any person designated by the Owner in writing to the Secretary to exercise the membership rights of the Owner shall be eligible to serve as a director.

SECTION 2. Directors Appointed by Declarant. The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant, so long as the Class "B" membership exists as set forth in the Declaration, unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by Declarant need not be Owners or residents in the Community. The names of the initial Directors selected by the Declarant are set forth in the Articles of Incorporation of the Association.

SECTION 3. Veto. Until the termination of the Class "B" membership, the Declarant shall have a veto power over all actions of the Board and the Modifications Committee, as is more fully provided in this Section. This power shall expire when the Declarant no longer owns any land described in Exhibit "A" to the Declaration or January 1, 2006, whichever occurs first, unless earlier surrendered. This veto power shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) Declarant shall have been given written notice of all meetings of the Board or the Modifications Committee and proposed actions to be approved at such meetings by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice shall comply with the provisions of these By-Laws regarding notice of regular and special meetings of the Directors and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at the meeting; and

(b) Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board or the Association or the Modifications Committee. Declarant and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the Committee, the Association, and/or the Board. Declarant shall have and is hereby granted a veto power over any such action, policy, or program authorized by the Board of Directors and to be taken by the Board. The veto may be exercised by Declarant, its representatives, or agents at any time within ten (10) days after the meeting held pursuant to the terms and provisions hereof. Any veto power shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board, or any committee.

SECTION 4. Number of Directors. The Board shall consist of three (3) to five (5) members, as provided in Section 6 below. The initial Board shall consist of three (3) members.

SECTION 5. Nomination of Directors. Upon termination of Class "B" membership, elected Directors shall be nominated from the floor and may also be nominated by a Nominating Committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

SECTION 6. Election and Term of Office. At the first annual meeting after termination of the Class "B" membership, all Directors shall be elected by the membership. All eligible members of the Association shall vote on all Directors to be elected, and the candidate(s) receiving the most votes shall be elected.

As determined by the Declarant, the term of one (1) Director shall be fixed at one (1) year, the term of two (2) Directors shall be fixed at two (2) years, and the term of two (2) Directors shall be fixed at three (3) years. At the expiration of the initial term of office of each member of the initial Board of Directors, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association upon termination of Class "B" membership.

The Declarant, in its sole discretion, may permit Class "A" members to elect all or a portion of the Directors.

SECTION 7. Removal of Directors. At any regular or special meeting of the Association duly called, any one (1) or more of the members of the Board of Directors may be removed, with or without cause, by a Majority vote of the Class "A" members and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge by the Association for more than twenty (20) days may be removed by a Majority vote of the Directors at a meeting, a quorum being present. This Section shall not apply to Directors appointed by Declarant.

**SECTION 8. Vacancies.** Vacancies in the Board of Directors caused by any reason, excluding the removal of a Director by vote of the Association, shall be filled by a vote of the Majority of the remaining Directors, even though less than a quorum, at any meeting of the Board of Directors and must be approved or, if not approved, appointed by the Declarant. Each Person so selected shall serve the unexpired portion of the term of the predecessor.

**B. Meetings.**

**SECTION 9. Organization Meetings.** The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

**SECTION 10. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per calendar quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

**SECTION 11. Special Meetings.** Special meetings of the Board of Directors shall be held when requested by the President or a majority of the Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a Person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company shall be given at least forty-eight (48) hours before the time set for the meeting.

**SECTION 12. Waiver of Notice.** The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

**SECTION 13. Quorum of Board of Directors.** At all meetings of the Board of Directors, a Majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**SECTION 14. Compensation.** No Director shall receive any compensation from the Association. Directors may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the total number of Directors.

**SECTION 15. Open Meetings.** Except as provided in Section 16 of this Article III, all meetings of the Board shall be open to all members, but members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board or as required by Declaration.

**SECTION 16. Action Without A Formal Meeting.** Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors. Such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

SECTION 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;
- (b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;
- (c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending use restrictions and rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof and obtaining certificates of insurance from each Unit Owner;
- (j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

(k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred, all such books and records to be kept in accordance with generally accepted accounting principles;

(l) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other owners' associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity;

(m) contracting and cooperating with the Tampa Palms Community Development District (TPCDD) and the Tampa Palms Owners Association, Inc., (TPOA) in the discharge of their respective responsibilities. The Board of Directors is further authorized to act on behalf of the members to ensure that the level of TPCDD and TPOA services is consistent with the Community-Wide Standard; and

(n) constructing, cooperating, and otherwise dealing on behalf of the members with the owners of property within the Community, including the Country Club property.

**SECTION 18. Management Agent.** The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing agent or Manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon not less than thirty (30) nor more than ninety (90) days written notice.

**SECTION 19. Accounts and Reports.** The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be co-mingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent or any Member may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(f) commencing at the end of the month in which the first Unit is sold and closed, at least quarterly financial reports shall be prepared for the Association containing:

(i) an Income Statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) an Account Activity Statement reflecting all receipt and disbursement activity for the preceding period on an accrual basis;

(iii) an Account Status Report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a Balance Sheet as of an accounting date which is the last day of the month closest in time to three (3) months from the date of closing of the first sale of a Unit in the project, and an Operating Statement for the period from the date of the first closing to the said accounting date, which shall be made available upon request to Members within sixty (60) days after the accounting date;

(v) a Balance Sheet as of the last day of the Association's fiscal year and an Operating Statement for said fiscal year, which shall be distributed within ninety (90) days after the close of a fiscal year;

(vi) a Delinquency Report listing all Owners who are delinquent in paying the monthly installments of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (a monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month unless otherwise determined by the Board of Directors); and

(vii) an annual report as of the end of the fiscal year consisting of at least the following shall be distributed to all members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. An independent certified public accountant shall conduct a review for any fiscal year in which the gross income to the Association exceeds Seventy-Five Thousand (\$75,000.00) Dollars. If said report is not prepared by an independent certified public accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

**SECTION 20. Borrowing.** The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the members of the Association; provided, however, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed Ten Thousand (\$10,000.00) Dollars outstanding debt at any one time.



SECTION 21. Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the violator is served with written notice stating:

(i) the nature of the alleged violation;  
(ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;

(iii) that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing; and

(iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

If a hearing is requested, it shall be held before the Board of Directors or the Covenants Committee, if established, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

SECTION 22. Common or Interested Directors. Each member of the Board shall exercise his or her powers and duties in good faith and with a view to the interests of the Association. No contract or other transaction between the Association and any of its directors, or between the Association and any corporation, firm, or Association (including the Declarant) in which any of the Directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such Director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board or a majority thereof or noted in the minutes, and the Board of Directors authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact that the common directorate or interest is disclosed or known to at least a majority of the members of the Association and the members approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved, or executed.

Any common or interested Director may be counted in determining presence of a quorum at any meeting of the Board or committee thereof which authorizes, approves, or ratifies any contract or transaction but shall not vote on the specific issue or issues in which he or she has a common interest in the outcome.

ARTICLE IV  
OFFICERS

SECTION 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

SECTION 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby..

SECTION 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under Chapter 617, Florida Statutes. In addition, the President shall serve as the Voting Member of Tampa Palms Owners Association, Inc., for all Units subject to the Declaration.

SECTION 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties and responsibilities provided for the President when so acting.

SECTION 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Florida law.

SECTION 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

**SECTION 8. Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**SECTION 9. Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by the President and Treasurer or by such other person or persons as may be designated by resolution of the Board of Directors.

**ARTICLE V  
COMMITTEES**

**SECTION 1. General.** Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

**SECTION 2. Covenants Committee.** The Board of Directors may, but shall not be obligated to, appoint a Covenants Committee consisting of at least five (5), but no more than seven (7), members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions of the Board, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall perform the responsibilities of the Board under Article III, Section 21, of these By-Laws.

**ARTICLE VI  
MISCELLANEOUS**

**SECTION 1. Fiscal Year.** The fiscal year of the Association shall begin on July 1 of each year, unless the Board, by resolution shall change the fiscal year to the calendar year.

**SECTION 2. Parliamentary Rules.** Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Florida law, the Articles of Incorporation, the Declaration, these By-Laws, or a ruling made by the Person presiding over the proceeding.

**SECTION 3. Conflicts.** If there are conflicts or inconsistencies between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

**SECTION 4. Amendment.** The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment to these By-Laws.

**SECTION 5. Books and Records.**

(a) **Inspection by Members and Mortgagees.** The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the members, the Board, and committees shall be made available for inspection and copying by any mortgagee, member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a member at the office of the Association or at such other place within the Project as the Board shall prescribe.

(b) **Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

**SECTION 6. Notices.** Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) if to a member, at the address which the member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such owner; or

(b) if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

CERTIFICATION

OFF. REC. 5526 G 1276

I, the undersigned, do hereby certify:  
That I am the duly elected and acting Secretary of The Sterling Manors Owners Association, Inc., a Florida corporation;  
That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 15<sup>th</sup> day of September, 1988.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 2<sup>nd</sup> day of SEPTEMBER, 1988.

Paula B. Payne  
Secretary

-18-



STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH)

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE IN MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL THIS 27<sup>th</sup> DAY OF July 1987

RICHARD AKE, CLERK  
BY Nancy Dahling D.C