

This instrument prepared by/return to:  
James Roche, Esq.  
McCabe | Ronsman  
110 Solana Rd., Suite 102  
Ponte Vedra Beach, FL 32082

**CERTIFICATE OF AMENDMENT OF THE  
BYLAWS OF  
MATANZAS SHORES OWNER'S ASSOCIATION, INC.**

**THIS CERTIFICATE OF AMENDMENT** to the Bylaws of Matanzas Shores Owner's Association, Inc. ("Association") is made by the undersigned officers of the Association who certify that the amendments attached as **Exhibit A** were approved by not less than seventy-five percent (75%) of all Directors at a duly-noticed meeting of the Board held on May, 21, 2021 at which a quorum was attained.

**IN WITNESS WHEREOF**, the undersigned Officers of the Association have executed this Certificate of Amendment on the dates written below.

**Matanzas Shores Owner's Association,  
Inc.**

Karen Y Hegarty  
President

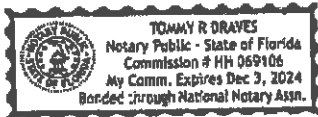
Karen Y Hegarty  
Printed

[Signature] Secretary

Ronnie D. Wilson  
Printed

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 22 day of June, 2021, by Karen Y Hegarty, as President, and Ronnie D. Wilson as Secretary, of Matanzas Shores Owner's Association, Inc., on behalf of the corporation.



[Signature]  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

~~Personally Known~~ or Produced Identification  
Type of Identification Produced: FL Driver's License

BYLAWS

OF

MATANZAS SHORES OWNER'S ASSOCIATION, INC.



ARTICLE I

Names, Principal Office, and Definitions

Section 1. Name The name of the Association shall be the Matanzas Shores Owner's Association, Inc. ("Association").

Section 2. Principal Office. The principal office of the Association shall be designated by the Board of Directors, which may be changed periodically by the Board.

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Matanzas Shores, as it may be amended periodically ("Declaration"), unless the context shall prohibit.

ARTICLE II

Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. Membership in the Association is established per Article III of the Declaration and Article III of the Articles of Incorporation of Matanzas Shores Owner's Association, Inc. ("Articles").

Section 2. Place of Meetings. Meetings of the Members of the Association shall be held at the principal office of the Association or at such other place as may be designated by the Board of Directors. A meeting of the Members must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

Section 3. Annual Meetings. The Association shall hold a meeting of its Members annually for the transaction of any and all proper business at a time, date, and place determined by the Board of Directors. Annual meetings shall occur between eleven (11) and thirteen (13) months of the preceding annual meeting. The election of directors shall be held in conjunction with the annual meeting in the manner provided in the Governing Documents. Notice of the annual meeting need not include a description of the purpose or purposes for which it was called.

Section 4. Special Meetings. Special meetings must be held when called by the President, the Board of Directors (by majority vote of a quorum), or upon the Association's receipt of a petition signed by Voting Members representing at least ten (10%) percent of the total Voting Interests. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose(s) thereof. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

Section 5. Notice of Meetings. The Association shall provide all Members notice of all Membership meetings, which shall be mailed, delivered, or electronically transmitted to the Members not less than fourteen (14) days prior to the meeting. Unless obligated by law, evidence of compliance with the fourteen-day notice requirement is not required to be made by an affidavit executed by the person providing notice. In addition to mailing, delivering, or electronically transmitting notice of any

Membership meeting, the Association may conspicuously post notice of the meeting on Association Property. Notice sent by mail shall be deemed given as of the date deposited in a United States mail receptacle, postage prepaid, to the address furnished by the Member to the Association in writing for the purpose of receiving Association notices, or if no such address has been furnished by a Member, to his or her Matanzas Shores property address. Notices sent by electronic transmission shall be deemed given on the date the transmission is instituted by the Association using the Member-recipient's electronic transmission information furnished by the Member in writing for that purpose (e.g., notices sent via email are deemed sent on the date the Association institutes the transmission by clicking "send" on the email addressed to the email address furnished by the Member).

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Members either before or after such meeting. Attendance at any membership meeting by a Voting Member or alternate shall be deemed waiver by such Voting Member, and by all Members of the Parcel Association represented by the Voting Member, of notice of the meeting and all business transacted thereat, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order, or with respect to an item of business, the Voting Member specifically objects to the particular item of business based on lack of sufficient notice before the item of business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Members cannot be held because a quorum is not present, Voting Members or their alternates representing a majority of the Voting Interests present at such meeting may adjourn the meeting to a time not less than five (5) days 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. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting and announced thereat, then the Association must provide notice to the Members of the reconvened membership meeting in the manner required above. However, if the time and place of the adjourned and reconvened (or continued) meeting is established and announced at the meeting (irrespective of whether a quorum was attained), then the Association shall not be obligated to provide additional notice of the meeting to the Members.

The Voting Members present at a duly called or held meeting at which a quorum is attained may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Interests represented by Voting Members to leave less than a quorum, provided that the Voting Members or their alternates representing at least twenty-five (25%) percent of the total Voting Interests of the Association remain in attendance. For any matter requiring approval based on a percentage of a quorum of the Voting Interests, the matter shall be deemed approved upon the affirmative vote of the requisite percentage (as may be specified in other parts of the Governing Documents) of the Voting Interests represented at the meeting at the time the matter is put to vote, provided that at least twenty-five (25%) percent of the total Voting Interests represented by the Voting Members or their alternates remain present. Any matter requiring approval based on the total Voting Interests (and not a quorum of the Voting Interests) shall require the same number or percentage of Voting Interests to approve irrespective of whether a quorum remains present at the meeting.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein. Members do not have the right to directly cast or exercise the Voting Interest appurtenant to their Residential Unit or Commercial Parcel. Instead, all Voting Interests shall be cast in a representative capacity by the Voting Member for each Parcel

Association or Commercial Parcel. The Voting Member shall be entitled to cast a number of votes equal to the total, eligible Voting Interests within the Parcel Association or Commercial Parcel the Voting Member represents, as depicted on Exhibit C to the Declaration.

Section 9. Proxies. Voting Members may not vote by proxy but only in person or through their designated alternates. Designated alternates must be designated by the Parcel Association or Commercial Parcel in writing and must be received by the Board Secretary twenty-four (24) hours before the Membership meeting is scheduled to be called to order.

Section 10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in the Governing Documents, the presence in person or by alternate of the Voting Members representing thirty (30%) percent of the total Voting Interests in the Association shall constitute a quorum at all membership meetings of the Association.

Section 12. 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. The Association may delegate the responsibility to keep minutes of meetings and maintain Official Records to a managing agent. The Board of Directors may permit Members (including Voting Members) to attend Membership meetings via telephone, video conferencing, or other means of real-time, remote communication. Voting Members may vote while present via telephone, video conferencing, or other means of real-time, remote communication such means of remote participation have been established and permitted by the Board. Voting Member participation in meetings and the exercise of any Voting Interests by remote, real-time communication shall not be deemed "electronic voting" as contemplated by Section 720.317 of the Florida Statutes (2021). Notwithstanding, in addition to authorizing participation and voting by real-time, remote communication, the Association may, but is not obligated to, establish an Internet-based online voting system in accordance with Section 720.317 of the Florida Statutes (2021). Members may tape record or videotape meetings of the Members subject to reasonable rules and regulations adopted by the Board governing the taping of meetings.

### ARTICLE III

#### Board of Directors: Numbers, Powers, Meetings

##### A. Composition and Selection.

Section 1. Recognized Parcels. As of the date of adoption of this Bylaw Amendment, the Association recognizes ten Parcels: Surf Club I, Surf Club II, Surf Club III, Lakeside by the Sea, Las Brisas, Sea Colony, Surfview, Los Lagos, Las Casitas, and North Commercial A. The following provisions shall establish the voting procedures for all elections of Directors of the Association but shall not affect the voting rights or procedures for any other Association matter requiring a membership vote. The Association shall be governed by a Board of Directors comprised of at least five (5), and no more than ten (10), directors who shall each have one (1) vote for matters on which they are entitled to vote and shall be elected as provided in these Bylaws.

Section 2. Board Composition. Beginning at the 2021 annual meeting, the Association's Board of

Directors may be increased from at least five (5) directors to up to ten (10) directors. The specific number of directors established from one annual meeting and election until the next depends upon the number of Director Designations the Association timely receives at or before an annual meeting. If a Parcel Association or Commercial Parcel fails to elect (or with respect to a Commercial Parcel, designate) a director and furnish a document to the Association designating the director at or prior to the annual meeting in accordance with these Bylaws, that Parcel Association or Commercial Parcel shall be deemed to have forfeited its director position until the next annual meeting and election, and the total number of directors shall be deemed reduced accordingly for all purposes, including establishment of a quorum.

**Section 3. Voting Authority.** The Directors' authority to vote on any particular matter is governed by Article III of the Declaration.

**Section 4. Designation of Directors by Parcel Association or Commercial Parcel.** Prior to the expiration of a director's term, the Parcel Association or Commercial Parcel from which the incumbent director was elected or designated shall elect or designate a director to the Association's board, who shall, if otherwise eligible, take office upon the adjournment of the Association's annual meeting at which the incumbent director's term is scheduled to expire. The procedures for electing or designating an Association director for each Parcel Association and Commercial Parcel shall be established by the governing documents of the Parcel Association, or with respect to North Commercial A, as the owner(s) of that Commercial Parcel may determine. Each Parcel Association and Commercial Parcel shall furnish, and the Association shall be entitled to conclusively rely on, a document executed by the President of each Parcel Association or representative of the Commercial Parcel which identifies the director elected or designated to the Association's board in determining the person entitled to fill a director position. The document designating the director elected by the Parcel Association or designated by the Commercial Parcel shall be referred to as the "Director Designation." The Association shall not be required to verify the adequacy or sufficiency of any elections or other procedures conducted by any Parcel Association or Commercial Parcel incident to the election of the director to fill its respective position on the Association's board. If the Association is made a party to any action, whether administrative, civil, or otherwise, arising out of or related to the election or designation of a director, the Parcel Association or Commercial Parcel, as the case may be, whose designated director is subject to challenge shall indemnify, defend, and hold harmless the Association from and against all claims of any nature, including without limitation attorney's fees and costs, arising out of or related to such proceeding, regardless of the outcome of such proceeding. The Director Designation must be provided to the Association by the Parcel Association or Commercial Parcel at or prior to the adjournment of the Association's annual meeting at which the incumbent director's term is scheduled to expire. If the Director Designation is not provided to the Association at or prior to the adjournment of the Association's annual meeting, the Parcel Association, or Commercial Parcel failing to provide the Director Designation shall be deemed to have forfeited its director position until the next annual meeting and the total number of directors shall be reduced for all purposes, including without limitation the establishment of a quorum, until the next annual meeting in accordance with these Bylaws.

**Section 5. Terms.** The Association's Board of Directors shall serve staggered, two-year terms. If no director is elected or designated to serve on the Association's board by a Parcel Association or Commercial Parcel, then that position shall be deemed eliminated until the Association's next annual meeting and the total number of directors on the Association's board, for the purposes of determining a quorum and otherwise, shall be reduced accordingly. However, to maintain consistency with respect to staggered terms, if a Parcel Association or Commercial Parcel fails to timely designate a director such that it results in a forfeiture of a director position, the director from that Parcel Association or Commercial Parcel who

may be timely designated before or at the next annual meeting shall only serve the term remaining as if the Parcel Association or Commercial Parcel had timely designated a director at the previous annual meeting. For example, if the term of a director representing a Parcel Association expired upon the adjournment of an annual meeting but that Parcel Association failed to timely furnish a Director Designation to the Association, then the director who is timely designated by that Parcel Association at or prior to the adjournment of the next annual meeting shall only serve a remaining term of one year.

**Section 6. Vacancies and Recall.** If any director does not complete his or her term after being timely elected or designated, the Parcel Association or Commercial Parcel shall elect or designate a director to fill the vacancy and complete the term. The director elected or designated to fill the vacancy shall be identified by the Parcel Association or Commercial Parcel in a Director Designation as if the director were to have been elected or designated at or prior to the adjournment of an annual meeting. The Association's Board of Directors, by two-thirds vote at a meeting at which a quorum is attained, can request a Parcel Association or Commercial Parcel recall the director representing the Parcel Association or Commercial Parcel on the Association's Board of Directors. The affected Parcel Association or Commercial Parcel Owner(s) shall comply with the request and shall elect or designate a new director to complete the term of the recalled director. If a Parcel Association or Commercial Parcel fail(s) to provide a Director Designation to the Association at or prior to its annual meeting in accordance with these Bylaws, then the director position for that Parcel Association or Commercial Parcel shall be deemed eliminated until the next annual meeting of the Association and shall not be deemed to have created a vacancy on the Board.

**Section 7. Officers.** Officers of the Association shall be elected by the Association's Board of Directors and must be Unit owners within a North Tract Parcel Association. Officers shall be appointed by the Association's Board of Directors at the organizational meeting of the Association immediately following the annual meeting; provided, however, that the Board may reorganize and reappoint Officers at any duly-noticed Board meeting at which a quorum is attained.

**B. Meetings.**

**Section 8. Organizational Meetings.** The first meeting 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. The purpose of the organizational meeting is for the Board to elect Officers.

**Section 9. 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 quarter.

**Section 10. Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

**Section 11. Notice of Board Meetings.** Notice of the time and place of all Board meetings shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. Notice of a Board meeting may be given to directors in any of the following methods: (a) by personal delivery of written notice or personal communication by a representative of the Association (e.g., management); (b) by written notice deposited in the mail and addressed to the director, postage prepaid, which shall be deemed given when placed in a U.S. Mail receptacle; (c) by telephone

communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice to the director; or (d) by email, which shall be deemed given on the day the email was sent to the director. With respect to notice of Board meetings to Members, unless another method of notice is specifically required by law, notice of all Board meetings shall be posted in a conspicuous place on Association Property at least forty-eight (48) hours in advance of 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 objecting 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, unless otherwise specifically provided by the Governing Documents or law with respect to a particular matter. 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, or other percentage of directors as may be specified with respect to any particular matter in the Governing Documents, of the directors who remain present at the meeting. If any meeting of the Board cannot be held because a quorum is not attained, 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 date original meeting was called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting and announced thereat, then the Association must provide notice to the Members of the reconvened Board meeting in the manner required above. However, if the time and place of the adjourned and reconvened (or continued) meeting is established and announced at the meeting (irrespective of whether a quorum was attained), then the Association shall not be obligated to provide additional notice of the Board meeting to the Members. At the reconvened meeting, if a quorum is present, any business which might have been transacted the meeting originally called may be transacted without further notice.

**Section 14. Compensation.** No director shall receive any compensation from the Association for acting as such unless approved by Voting Members representing a majority of the total Voting Interests of the Association at a regular or special meeting of the membership of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

**Section 15. Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. The Association may delegate the responsibility to keep minutes of meetings and maintain Official Records to a managing agent. Meetings may be conducted by telephone, real-time videoconferencing, or similar real-time electronic or video communication, provided all directors and Members in attendance are able to hear all directors and other Members participating and to be heard by them. Members may tape record or videotape meetings of the Board of Directors subject to reasonable

rules and regulations adopted by the Board governing the taping of meetings.

Section 16. Member Participation at Board Meetings. Members have the right to attend all meetings of the Board of Directors except those which are permitted to be closed to the membership by law. In addition, Members have the right to speak at such meetings for up to three (3) minutes with reference to all designated agenda items, unless the chairperson of the meeting permits a Member to speak for a longer duration. The Board may adopt reasonable rules and regulations governing the frequency, duration, and other manner of member statements, which may include without limitation a requirement that Members who desire to speak complete a sign-in sheet and identify the agenda items or matters for which the Member desires to speak.

C. Powers and Duties.

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all 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 Bylaws directed to be done and exercised exclusively by the Voting Members or membership generally. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses.

(b) making assessments to defray the Common Expenses and to establish the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Unit's or Commercial Parcel's proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Areas and other property maintained by the Association.

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials 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; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;



(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area or other property maintained by the Association in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available (at a reasonable cost to cover reproduction charges) to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules and regulations, and all other books, records, and financial statements of the Association; provided, however, that the Association shall have the discretion and not the obligation to furnish any information to parties other than Unit or Commercial Parcel Owners which is not expressly required by law to be furnished to such other parties; and

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property.

**Section 18. Management Agent.**

(a) 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 Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by the Governing Documents or law, other than the powers set forth in subparagraphs (a) (but only with respect to adoption, and not preparation of, the budget), (b), (f), (g), and (i) (provided that management may assist with the enforcement of the Governing Documents but cannot unilaterally institute a lawsuit on the Association's behalf without Board approval) of Section 17 of this Article.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

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

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

- (b) accounting and controls should conform generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled 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; anything of value received shall benefit the Association; provided, nothing herein shall prohibit the managing agent from earning commissions for services performed by the managing agent in leasing Units on behalf of the Owners of such Units;
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (f) commencing at the of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:
  - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
  - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
  - (iii) a variance report reflecting the status of all in "actual" versus "approved" budget format;
  - (iv) a balance sheet as of the last day of the preceding period; and
  - (v) 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
- (g) Within 90 days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall, within the time limits as may be provided by law, provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. The level of financial reporting required shall be based on the total annual revenues of the Association, as provided by law, unless the Voting Members approve an alternative level of reporting in the manner provided by law.

**Section 20. Borrowing.** The Association, by the affirmative vote of a majority of a quorum of the Board or Directors, may borrow money in accordance with Section 2.1(d) of the Declaration and for all other lawful purposes. However, if repayment of the proposed loan would result in the levy of a Special Assessment which would exceed two percent (2%) of the Association's total budget for all expenses, including reserves, then the Association shall obtain the approval of the Voting Members representing two-thirds (2/3) of the total Voting Interests that would be subject to the Special Assessment before

procuring the loan. Nothing herein shall require approval of the Voting Members in the event the loan is obtained as a result of an emergency or for Special Assessments levied against a Unit or Commercial Parcel Owner for causing damage to property or for violations of the Governing Documents.

**Section 21. Enforcement.** The Board may, but shall not have the obligation in any particular instance to, enforce the Governing Documents through any manner available at law and in equity. The Board's decision or absence thereof to enforce any provision of the Governing Documents in one instance or at any particular time shall not constitute a waiver of the Board's right to pursue enforcement in any other instance or at any other time. In addition, the Association shall have the authority to levy fines, and to suspend the rights of an Owner or Invitee to use Common Areas and facilities, for violations of the Governing Documents. The Association may levy fines against the Owner who, or whose Invitee, committed the violation, and all fines imposed against an Owner's Invitee shall be levied against, and payable jointly and severally by, the Owner and Owner's Invitee. A fine reaching or exceeding \$1,000.00 in the aggregate shall be deemed to constitute a Special Assessment against the Owner and Unit or Commercial Parcel, shall constitute a lien against the Unit or Commercial Parcel of the Owner who, or whose Invitee, committed the violation, and shall be collectable in the same manner as provided by law for the collection of assessments. Further, the Association may suspend the Voting Interest of an Owner, and the Owner's and Owner's Invitee's right to use Common Areas and facilities, if the Owner is more than ninety (90) days delinquent in the payment of any fee, fine, or other monetary obligation due to the Association until the fee, fine, or other monetary obligation due to the Association is paid in full. Notwithstanding, a suspension may not prohibit an Owner or tenant of a Unit or Commercial Parcel from having vehicular and pedestrian ingress to and egress from the Unit or Commercial Parcel, including the right to park, and the suspension may not apply to portions of Common Areas used to provide utility services to the Unit or Commercial Parcel. Suspensions levied because of nonpayment of a fee, fine, or other monetary obligation due to the Association must be approved at a properly noticed Board meeting, but the notice and hearing requirements set forth below do not apply to suspensions imposed for that purpose. However, for all other fines and suspensions, the Association shall comply with the following process:

(a) **Notice of Violation & Opportunity for Hearing.** After a fine or suspension, except suspensions imposed for nonpayment of a fee, fine, or other monetary obligation due to the Association, is imposed by the Board, the Association shall provide the Unit or Commercial Parcel Owner sought to be fined or suspended, and such Owner's Invitee if the violation was committed by an Invitee, written notice of an opportunity for a hearing before a committee of at least three members appointed by the Board who are not Officers, Directors, employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. The written notice shall: (i) generally describe the nature of the violation; (ii) be sent at least fourteen (14) days before the date of the committee hearing; and (iii) shall be deemed provided when placed in the mail, postage prepaid, to the address furnished by the Owner for the purpose of receiving notices from the Association, or if no address has been furnished, to the address of the Matanzas Shores Unit or Commercial Parcel.

(b) **Committee Confirmation of Fine or Suspension.** At the committee hearing, the person(s) sought to be fined or suspended shall have a reasonable opportunity to present evidence to the committee as to why the fine or suspension should not be confirmed. After a reasonable opportunity to present evidence has been provided (if the alleged violating party attends the hearing), the committee shall, by majority vote, either confirm or reject the fine or suspension levied by the Board. If the committee, by majority vote, does not confirm the fine or suspension, the fine or suspension may not be imposed. If the proposed fine or suspension is confirmed by the committee, the fine payment is due five

(5) days after the date of the committee meeting at which the fine was confirmed, and the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner, and if applicable, to the Owner's Invitee.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provisions of the Governing Documents by self-help, specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations, or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner and Invitee responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees and costs. In addition, any costs incurred by the Association in engaging in the self-help remedy to address a violation of the Governing Documents, including without limitation reasonable attorney's fees and costs, shall be deemed a Special Assessment and shall constitute a lien upon the Unit or Commercial Parcel of the Owner who, or whose Invitee, committed the violation, which may be foreclosed in the manner provided by law for collection of assessments. In any action to enforce the Governing Documents, the Association shall be entitled to recover reasonable attorney's fees and costs if it prevails.

#### ARTICLE IV Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

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. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors or Florida Statutes. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by providing 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 6. 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 such other person or persons as may be designated by resolution of the Board of Directors.

**ARTICLE V**  
**Committees**

**Section 1. General.** Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee 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.** In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least three (3) members who are not Officers, Directors, employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee, to perform the function set forth in Article III, Section 21 above.

**Section 3. Committee Meetings.** Notice to Members of committee meetings is not required, and Members do not have the right to attend committee meetings, unless the committee has the authority to make a final decision regarding the expenditure of Association funds or the committee has the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member. For the two types of committee meetings which are open to Members and require notice, notice of the committee meeting shall be posted in a conspicuous location on Association Property at least forty-eight (48) hours before the meeting.

**ARTICLE VI**  
**Miscellaneous**

**Section 1. Fiscal Year.** The fiscal year of the Association shall be set by resolution of the Board of Directors.

**Section 2. Parliamentary Rules.** The procedural aspects of all meetings will be conducted in accordance with Robert's Rules of Order, latest addition, when not in conflict with, or addressed by, the Governing Documents.

**Section 3. Conflicts.** If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Florida law (but only provisions of Florida law: (i) enacted before the adoption of these Bylaws; (ii) subsequently enacted which may constitutionally be applied to the Association notwithstanding an impairment of contract; or (iii) provisions of Florida law which do not operate to unconstitutionally impair the contract created by the Governing Documents), the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

**Section 4. Official Records.**

**(a) Inspection by Members.** The Association shall maintain Official Records in accordance with law. Except for Official Records which are not open for inspection by Members, the Official Records of the Association shall be made available to a Member for inspection and photocopying within 45 miles of the Property within ten (10) business days after receipt by the Board or its designee of a written request to

inspect Official Records. The Association may, in its discretion, make the records available in physical form or electronic format. If the Association has a photocopy machine available where the records are maintained, it must provide Members with copies of records upon request during the inspection if the entire request is limited to no more than twenty-five (25) pages. The Association shall allow a Member or his or her authorized representative to use a portable device to make an electronic copy of the Official Records in lieu of the Association providing the Member or his or her authorized representative with a copy of such records. The Association may not charge a fee to a Member or his or her authorized representative for the use of a portable device; however, the Association may otherwise impose reasonable personnel and copying costs on the Member associated with retrieving and copying Official Records in accordance with law and any reasonable rules, regulations, and policies adopted by the Association. Notwithstanding the foregoing, the following records are not accessible to Members or parcel owners:

1. Any record protected by the lawyer-client privilege as described in Fla. Stat. § 90.502 and any record protected by the work-product privilege, including, but not limited to, a record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.
2. Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a parcel.
3. Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with the Association or management company employee or budgetary or financial records that indicate the compensation paid to an Association or management company employee.
4. Medical records of parcel owners or community residents.
5. Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a parcel owner other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address, and property address. Notwithstanding the restrictions in this subparagraph, the Association may print and distribute to parcel owners a directory containing the name, parcel address, and all telephone numbers of each parcel owner. However, an owner may exclude his or her telephone numbers from the directory by so requesting in writing to the Association. An owner may consent in writing to the disclosure of other contact information described in this subparagraph. The Association is not liable for the disclosure of information that is protected under this subparagraph if the information is included in an Official Record of the Association and is voluntarily provided by an owner and not requested by the Association.
6. Any electronic security measure that is used by the Association to safeguard data, including passwords.
7. The software and operating system used by the Association which allows the manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the Official Records of the Association.

The Association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the residential subdivision or the Association other than information or documents required by law to be made available or disclosed. The Association or its authorized agent

may charge a reasonable fee to the prospective purchaser or lienholder or the current parcel owner or Member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney fees incurred by the Association in connection with the response.

**(b) Rules for Inspection.** The Board may adopt reasonable rules and regulations regarding the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not require a Member to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a Member's right to inspect Official Records to less than one 8-hour business day per month. The Association may impose fees to cover the costs of providing copies of the Official Records, including the costs of copying and the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and if the personnel costs do not exceed \$20 per hour, or such greater amount as may be permitted by law, as amended periodically. Personnel costs may not be charged for records requests that result in the copying of 25 or fewer pages unless otherwise permitted by law, as amended periodically. The Association may charge up to 25 cents per page, or such greater amount as may be permitted by law, as amended periodically, for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside duplicating service and may charge the actual cost of copying, as supported by the vendor invoice. The Association may require prepayment of any copying costs as a condition precedent to providing copies of Official Records.

**(c) Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all Official Records 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 unless the purpose for which the Director desires to make extracts or copies is related to a matter for which the Director has taken a position adverse to the Association's interests. In addition, notwithstanding the foregoing, a Director is not entitled to inspect Official Records which are not otherwise open for inspection by Members, including without limitation information protected by the attorney-client privilege, if the Director has taken a position adverse to the Association or is assisting others who have taken a position adverse to the Association, or if the Director has not otherwise been made a member of a committee of the Association which has been delegated responsibility to coordinate with legal counsel on behalf of the Association with respect to any proposed, potential, or pending litigation.

**Section 5. Notices.** Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a Member or Voting Member, at the address which the Member or Voting Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit or Commercial Parcel of such Member or Voting Member; 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 such other address as shall be designated by written resolution of the Board of Directors.

Section 6. Amendment. These Bylaws may be amended only by the affirmative vote of seventy-five (75%) percent of all Directors or by the Voting Members (in person or alternate) representing fifty-five (55%) percent of the total Voting Interests of the Association.

Section 7. Cameras. The Board may authorize the installation and use of asset monitoring cameras. Although it is possible that the cameras may have the effect of deterring criminal conduct, their primary purpose will be to monitor Association assets for potential use as evidence in the event Association property is damaged or misappropriated. The cameras will not be live-monitored and Members and their Invitees should not develop a false sense of security as a result of the existence of any cameras. The purpose of the cameras, if installed, is not to ensure the safety or security of any Member or Invitee, and the Association expressly disclaims any duty, obligation, or undertaking to ensure the safety or security of any person. In addition, all Members and Invitees acknowledge that there is no reasonable expectation of privacy anywhere within the Property except within a residential dwelling, and anyone located upon any portion of the Property except within a residential dwelling shall be subject to video and audio recording in the discretion of the Board. Further, the Association undertakes no obligation to store and maintain as an Official Record or otherwise any video or audio recordings or recording data for any period of time. To the extent the Association chooses to maintain video or audio recordings or recording data, they shall not be made available to any person unless the Association is obligated by law to make such video or audio recordings or recording data available.

22<sup>nd</sup> IN WITNESS WHEREOF, the undersigned Officer has affixed his or her signature hereunto this June day of June, 2021.

Matanzas Shores Owner's Association, Inc.

By: 

Printed: DeBrit Masters

As its: Management