

Venture Out at St. Lucie, Inc., A Condominium

The Amended By-Laws

**As Amended
November 16, 2015**

N.B. – These amended By-Laws have been reformatted, the pages renumbered, reflect the Legislative changes from both **2014 & 2015**, and replace the preceding version in its entirety.

The Amended By-Laws hereinafter enumerated, and shall be deemed in effect until further amended by the Board of Directors and shall apply to and be binding on all unit owners. All prior versions of the Amended By-Laws of Venture Out at St. Lucie, Inc. no longer have any force or effect and are replaced in their entirety by these Amended By-Laws. The owners shall at all times obey said Amended By-Laws and use their best efforts to see that they are faithfully observed by their families, guests, invitees, renters, and persons over whom they exercise control and supervision. A current copy of these Amended By-Laws is available at the Venture Three, Inc. office.

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**AMENDED BY-LAWS
OF
VENTURE OUT AT ST. LUCIE, INC., A CONDOMINIUM**

As amended November 16, 2015

ARTICLE I. IDENTITY

The following Amended By-Laws shall govern the operation of the Condominium known as VENTURE OUT AT ST. LUCIE, INC., a Condominium described and named in the Amended Declaration of Condominium (approved by a vote of the Unit Owners on May 23, 2007 and recorded in OR Book 2829, page 519, et seq., in the St. Lucie County Records on June 5, 2007); VENTURE OUT AT ST. LUCIE, INC., a Condominium, being a Florida Corporation not for profit, operating pursuant to Chapter 718, Florida Statutes known as the Condominium Act and originally organized and operated pursuant to the predecessor Chapter 711, FLORIDA Statutes (hereinafter abbreviated as F.S.), 1965, known as the Condominium Act.

SECTION 1. The office of the Association shall be at the Condominium property, or at such other place as may be subsequently designated by the Board of Directors.

SECTION 2. As used herein, the word "Corporation," shall be equivalent of "Association," as defined in the Amended Declaration of Condominium to which these Amended By-Laws are attached, and all other words, as used herein, shall have the same definition as attributed to them in the Amended Declaration of Condominium.

SECTION 3. These Amended By-Laws are non-gender specific. Wherever a gender specific term appears, it is meant to include both genders. In cases relating to ownership a gender specific term could also mean a trust, partnership, corporation, or other entity having ownership.

ARTICLE II MEMBERSHIP AND VOTING PROVISIONS

SECTION 1. The corporation must not issue stock or certificates.

SECTION 2. Membership in the Corporation is limited to owners of Condominium units, as identified in the Amended Declaration of Condominium. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Corporation, said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit are members eligible to hold office, attend meetings, etc., but as hereinafter indicated, the vote of a unit must be cast by

the "voting member". If unit ownership is vested in a corporation, partnership, trust, or any other entity, said entity may designate an individual officer, employee, member, or trustee of the corporation as its "voting member".

- 2.a. In accordance with F.S.718.112(2)(i), any application for the transfer of membership or for a conveyance of an interest in a Condominium parcel as set forth in these Amended By-Laws and the Amended Declaration of Condominium, must be accompanied by an application fee in an amount not greater than allowed by the Statute that may be established by the Board of Directors from time to time. Such a fee is to cover the cost of transferring the title in the Association records, providing a copy of the Association's documents, and such other costs related to the transfer that may be incurred by the Association.
- 2.b. In accordance with F.S.718.112(2)(i), any application to encumber or lease or sublease a Condominium parcel as set forth in these Amended By-Laws and the Amended Declaration of Condominium must be accompanied by an application fee in an amount not greater than allowed by the Statute that may be established by the Board of Directors from time to time. Such a fee is to cover the cost of contacting the references given by the applicant, and other costs such as providing Association documents and/or processing/registering the applicant(s) that may be incurred by the Association.

SECTION 3. VOTING

- 3.a. The owner (s) of each Condominium unit is entitled to one vote for each Condominium unit owned. If a Condominium unit owner owns more than one unit, he is entitled to one vote for each unit owned. The vote of a Condominium unit is not divisible. A voting interest or consent right allocated to a unit owned by the Association may not be exercised or considered for any purpose whether for a quorum, an election, or otherwise.
- 3.b. As to a vote not the subject of an Association meeting, a majority (not less than 50% plus 1) of the unit owners total votes cast, and where the total votes cast is not less than a majority (50% plus 1) of the total unit owners who are qualified to vote, shall decide any question unless the Amended By-Laws or Amended Declaration of Condominium provide otherwise, in which event the voting percentage required in the Amended By-Laws or the Amended Declaration of Condominium shall control.
- 3.c. As to a vote which is the subject of a duly called Association meeting, a majority of the unit owners, meaning 50% plus 1 of the votes present in person, or by proxy, at a meeting shall decide any questions unless the Amended By-Laws or Amended Declaration of Condominium provide otherwise, in which event the voting percentage required in the Amended By-Laws or Amended Declaration of Condominium shall control.

SECTION 4. (Deleted in its entirety on January 30, 2008.)

SECTION 5. PROXIES

- 5.a Votes may be cast in person or by proxy, unless otherwise prohibited by the Association's documents or by Florida Statute. All proxies must be in writing and signed by the person entitled to vote (as set forth below in Section 6, and must be filed with the Secretary prior to the meeting in which they are to be used, and is valid only for the particular meeting designated thereon. Where a unit is owned jointly and if a voter of record has not been designated a proxy must be signed by all joint owners except in the case where the joint owners are husband and wife (see Section 6.). Proxies may not be used in electing the board in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given and may be revoked¹ at any time at the pleasure of the unit owner executing it.
- 5.b Notwithstanding any provision to the contrary in the Articles of Incorporation or the By-Laws, any copy, facsimile transmission, or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the original proxy could be used if the copy, facsimile transmission, or other reproduction is a complete reproduction of the entire proxy.²

SECTION 6. DESIGNATION OF VOTING MEMBER

- 6.a If a Condominium unit is owned by one person, his right to vote is established by the recorded title to the unit. If a Condominium unit is owned by more than one person, the person entitled to cast the vote for the unit must be designated in a Certificate signed by all of the recorded owners of the unit and filed with the Secretary of the Association. If a Condominium unit is owned by a Corporation, partnership, trust, or other entity, the individual thereof entitled to cast the vote of the unit for the entity must be designated in a Certificate for this purpose, signed by the President or Vice-President and attested to by the Secretary or Assistant Secretary of the Corporation, the managing partner or member of the partnership, or trustee. The Certificate must be filed with the Secretary of the Association. The person designated in these Certificates who is entitled to cast the vote for a unit shall be known as the "voting member". If such Certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by any above said entity, the vote of the unit concerned may not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such Certificates are valid until revoked, or until

¹ Florida House Bill HB807, Enrolled, effective 1 July 2014, lines 578 thru 579

² Florida Legislation H-0791-er, Enrolled 04/24/2015, effective 1 July 2015, lines 69-76

superseded by a subsequent Certificate, or until a change in ownership of the unit concerned. If a Condominium unit is jointly owned by a husband and wife, the following three provisions are applicable thereto:

- 6.a.1 They may, but they shall not be required to, designate a voting member.
- 6.a.2 If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible.)
- 6.a.3 Where they do not designate a voting member, and only one owner is present at a meeting, the person present may cast the unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

ARTICLE III - A MEETING OF THE OWNERS

SECTION 1. PLACE.

- 1.a All meetings of the Association owners shall be held at the Condominium property, or at such other place and time as shall be designated by the Board of Directors of the Association and stated in the Notice of Meeting. An annual meeting must be held.

SECTION 2. NOTICES.

The Secretary must mail, hand deliver, or electronically transmit to each unit owner of record a notice of each annual or special meeting, said notice must include an agenda and state the time and place thereof. The Secretary must post the notice in a conspicuous place on the condominium property. The delivery and the posting of the notice must occur at least fourteen (14) days before such meeting in accordance with Florida Statute 718.112(2)(d)2, except in the case of the annual election of Directors for which the first notice of the date of the election must be mailed, hand delivered, or electronically transmitted at least 60 days in advance of the election. Notice of any special meeting must state the purpose thereof. All notices must be hand delivered personally to a unit owner or mailed to, or electronically transmitted to, or served at the address of the unit owner as it appears on the books of the corporation.

Notice of any regular Board meeting shall specifically identify agenda items, must be posted conspicuously on the Corporation's property and shall be given to each Director personally or by mail, telephone or electronically transmitted at least 48 continuous hours preceding the meeting except in an emergency. If 20 percent of the voting interests petition the board to address

an item of business, the board, within 60 days after receipt of the petition, shall place the item on the agenda at its next regular board meeting or at a special meeting called for that purpose.³ An item not included on the notice may be taken up on an emergency basis by a vote of at least a majority plus one of the Board members. Such emergency action shall be noticed and ratified at the next regular Board meeting.

- 2.a However, written notice, which notice must specifically identify all agenda items, of any meeting at which a non-emergency special assessment, or at which an amendment to rules regarding unit use will be considered, must be conspicuously posted on the Corporation's property and given to each Director personally or by mail, telephone, or electronically transmitted, at least fourteen (14) days before the day named for such meeting. Evidence of compliance with this 14-day notice requirement must be made by an affidavit executed by the Secretary and filed with the official records of the Corporation. Notice of any meeting, in which regular or special assessments against unit owners are to be considered,⁴ must specifically state that assessments will be considered and provide the nature, estimated cost, and description of the purposes for such assessments.
- 2.b The Secretary, or the manager, or other person providing notice of the Association meeting, must provide an affidavit which must be included in the official records of the Association affirming that the notice was mailed or hand delivered, in accordance with this Section.
- 2.c Any unit owner or other eligible person desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the Association at least 40 days before a scheduled election.
- 2.d Together with the written notice and agenda in accordance with F.S.718.112(2)(d)(2), the Association must mail, deliver, or electronically transmit a second notice of the election to all unit owners entitled to vote, together with a ballot that lists all candidates. Upon request of a candidate, the Association must include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least not less than 35 days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates.
- 2.e **BROADCAST NOTICES.** Physical posting of annual, regular, or special meeting notices is the Venture Out at St. Lucie, Inc.'s primary method for providing notices in accordance with the Condominium Act (F.S.718, *et. seq.*). In lieu of, or in addition to, the physical posting of annual, regular, or

³ Florida House Bill HB807, Enrolled, effective 1 July 2014, lines 611 thru 617

⁴ Florida House Bill HB807, Enrolled, effective 1 July 2014, lines 617 thru 652

special meeting notices, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the condominium Association. However, if, and only if, broadcast notice is used in lieu of a notice, posted physically on the condominium property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. If broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.⁵

SECTION 3. ORDER OF BUSINESS. The order of business at annual members' meeting, and, as far as practical, to all other members' meetings shall be:

- 3.a Election of Chairman of the meeting, if other than the President of the Association.
- 3.b Calling of the roll, certifying proxies, and verification of a quorum.
- 3.c Proof of notice of meeting or waiver of notice.
- 3.d Reading and disposal of any unapproved minutes.
- 3.e Reports of officers, if any.
- 3.f Reports of committees, if any.
- 3.g Qualification of inspectors of election.
- 3.h Election of directors.
- 3.i Unfinished business.
- 3.j New business.
- 3.k Adjournment.

SECTION 4. The annual meeting must be held at the Park, VENTURE OUT AT ST. LUCIE, INC. on the last Wednesday, each year in January for the purpose of electing directors and transacting other business authorized to be transacted by the members; provided however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next secular day following. At the annual meeting, the qualified voting owners shall elect by a plurality vote (with cumulative voting prohibited), members of the Board of Directors for all open seats and transact such other business as may properly be brought before the meeting. In order that an election of Board members be valid, there is no quorum requirement, and the total votes cast must not be less than 20% of the total eligible voting members of the Association pursuant to F.S.718.112(d)(3)., *et. seq.* However, if the number of vacancies equals or exceeds the number of candidates, an election is not required.

SECTION 5. SPECIAL MEETING. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and must be called at any time by the President or Secretary at the request, in writing, of a majority of the

⁵ Florida Legislature HB73-05-er, enrolled 29 June 2013, lines 482-495

Board of Directors, or at the request, in writing, of voting members representing a majority of the unit owners total votes (not less than 51% of the unit owners qualified to vote), which request must state the purpose or purposes of the proposed meeting. Business transacted at all special meetings must be confined to objects stated in the notice thereof.

SECTION 6. WAIVER AND CONSENT. Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or of the Articles of Incorporation, or of these Amended By-Laws, to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held, must consent in writing to such action being taken.

SECTION 7. QUORUM AND ADJOURNED MEETING. A majority (51%) of unit owners of Venture Out at St. Lucie, Inc. who are qualified to vote must be present in person or by proxy at a meeting to constitute a quorum. If any meeting requiring a quorum of members cannot be organized because a quorum of qualified voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

SECTION 8. BOARD OF DIRECTORS/COMMITTEE MEETINGS.

8.a Meetings of the Board of Directors & Committee Meetings at which a quorum of the members is present are open to all unit owners. Members of the Board of Directors & Committee Members may use e-mail as a means of communication but may not cast a vote on an Association matter via e-mail.⁶

8.b CLOSED MEETINGS OF THE BOARD. Notwithstanding any other law, the requirement that Board meetings be open to the unit owners does not apply to:

8.b.1. Meetings between the Board of Directors or a committee and the Corporation's attorney, with respect to proposed or pending litigation, if when the meeting is held for the purpose of seeking or rendering legal advice; or

8.b.2. Board meetings held for the purpose of discussing personnel matters.

SECTION 9. Approval or disapproval by a unit owner upon any matter, whether or not the subject of an Association meeting, must be by the "voting member"; provided, however, where a unit is owned jointly by husband and wife, the provisions of Article I, Section 6. apply.

SECTION 10. INSPECTORS OF ELECTION.

10.a The Secretary of the Association at a duly noticed regular or special

⁶ Florida House Bill HB807, Enrolled, effective 1 July 2014, lines 596 thru 600

meeting of the Board of Directors, not less than 30 days prior to an annual or special meeting of unit owners at which an election of Directors or vote on any issue requiring approval by the unit owners will be conducted, shall nominate to the Board two Inspectors of Election. The Board must approve the nominated Inspectors of Election by vote of a majority of the Board members present at the Board of Directors meeting where the nominations are made. If either or both of the nominated Inspectors of Election do not receive approval by the Board, then the Board members must nominate other candidates for Inspectors of Election and must vote upon such nominations until two Inspectors of Election have received the vote of a majority of the Board members present at the Board of Directors meeting.

- 10.b The Secretary of the Association must attest to the qualification of the Inspectors insofar as the named Inspectors are unit owners in good standing and are not Directors or family members of Directors or candidates for election to the Board or family members of candidates.
- 10.c At the membership meeting where the vote is to take place, the Inspectors of Election shall collect the envelopes containing ballots and shall validate the signatures on the outer envelope against the list of qualified voting members. Upon completion of the validation process the inner envelopes shall be removed and placed in a receptacle. The envelopes shall then be opened and the ballots removed for tabulation in the presence of the unit owners in attendance. The Inspectors shall keep a list containing names of unit owners who have voted or a list of qualified unit owners on which those unit owners who have voted are indicated. The Inspectors shall prevent any person from voting a second time when they have reason to believe that the person has voted. They shall refuse to allow any person to vote who is not a qualified elector or who has become disqualified to vote. The Inspectors of election shall canvass the vote cast and make due returns of the same to the Board of Directors.

SECTION 11. ELECTION OF DIRECTORS.

- 11.a A vacancy on the board caused by the expiration of a director's term must be filled by electing a new board member, and the election must be by secret ballot. An election is not required if the number of vacancies equals or exceeds the number of candidates, For purposes of this paragraph, the term "candidate" means an eligible person who has timely submitted the written notice, as described in Article IV, Section 14, of his or her intention to become a candidate. The terms of board members, except those ⁷two (2) year terms which expire at the next annual meeting, expire at the annual meeting, and such board members, if qualified, may stand for re-appointment and need not stand for re-election. If the number of board

⁷ Florida Legislature HB73-05-er, enrolled 29 June 2013, lines 432-436

members whose terms expire at the annual meeting equals or exceeds the number of candidates, the candidates become members of the board effective upon the declaration of election by the presiding Chairman. Any remaining vacancies must be filled by the affirmative vote of the majority of the directors making up the newly constituted board even if the directors constitute less than a quorum or there is only one director. Such election(s) must take place at a later meeting of the Board.

SECTION 12. RESPONSE TO WRITTEN INQUIRY

12.a When a unit owner of a residential condominium files a written inquiry by certified mail with the Board of Directors, the board shall respond in writing to the unit owner within 30 days after receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the Board requests advice from the division, the Board shall, within 10 days after its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Board is only obligated to respond to one written inquiry per unit in any given 30-day period and any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable. The Corporation may through its Board of Directors adopt other reasonable rules regarding the frequency and manner of responding to unit owner inquiries.⁸

ARTICLE IV. DIRECTORS

SECTION 1. The Board of Directors shall consist of nine members. The members of this Association have by majority voted to adopt two year, staggered terms as permitted in the 2008 amendments to the Condominium Act. Although the Act was further amended in 2013 to delete the word "staggered",⁹ the Act does not preclude the use of two year staggered terms for Directors. Therefore, in accordance with vote of the Membership in 2009, the terms for Directors shall be for a period of two (2) years and shall be staggered with 5 Directors having expiring terms in one year and 4 expiring in the following year. At the annual membership meeting, an election of Directors to two year terms must be conducted for those terms which expire at that time.

SECTION 2. (Deleted in its entirety on January 30, 2007.)

SECTION 3. REMOVAL OF DIRECTORS. In accordance with F.S.718.112(2)(j), any

⁸ Florida House Bill HB440, Enrolled, effective 1 July 2014, lines 54 thru 77

⁹ Florida Legislature HB73-05-er, enrolled 29 June 2013, lines 432-436

member of the board of administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority (51%) of all the unit owners. A special meeting of the unit owners to recall a member or members of the board of administration may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice must state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose. If the recall is approved by a majority of all voting interests by a vote at a meeting of the owners, then certain and specific actions must be followed as established in F.S.718.112(1) through (2)(j)(8).¹⁰

SECTION 4. VACANCIES ON DIRECTORATE. If the office of any Director or Directors becomes vacant before the expiration of a term(s) by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, or the sole remaining Director, must fill the vacant Director's(s') office by affirmative vote. Directors so chosen shall hold office for the balance of the unexpired term(s) in respect to which such vacancy occurred. The election held for the purpose to filling said vacancy may be held at any regular or special meeting of the Board of Directors.

SECTION 5. DISQUALIFICATION AND RESIGNATION OF DIRECTORS. Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation delivered to the Secretary. Unless otherwise specified therein such resignation shall take effect upon receipt thereof by the Secretary. More than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. In the event a Director ceases to be an owner of a Condominium unit or having an interest therein, or in the event corporate, partnership, or trust ownership ceases to be an officer of said corporation, partnership member, or trustee, then the directorship shall immediately and automatically terminate. A member may not continue to serve on the Board should he be more than 90 days delinquent in the payment of any monetary obligation due the Association and he must be deemed to have abandoned the office, creating a vacancy to be filled according to law. A director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property must be removed from office, creating a vacancy in the office to be filled according to law until the end of the period of the suspension or the end of the director's term of office, whichever occurs first. While such director or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a director or officer. However, if the charges are resolved without a finding of guilt, the director or officer shall be reinstated for the remainder of his or her term of office, if any.

¹⁰ Florida Legislature HB73-05-er, enrolled 29 June 2013, lines 653-736

5.a OUTGOING BOARD & COMMITTEE MEMBERS

An outgoing board or committee member must relinquish all official records and property of the Association in his or her possession or under his or her control to the incoming board/committee within 5 days after the election. The division shall impose a civil penalty as set forth in F.S.718.501(1)(d)6 against an outgoing board or committee member who willfully and knowingly fails to relinquish such records and property.¹¹

SECTION 6. REGULAR MEETINGS. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice, which notice must specifically identify all agenda items, of such regular meetings must be posted conspicuously on the condominium property and must be given to each Director personally or by mail, telephone, or electronically transmitted at least 48 continuous hours before the meeting except in an emergency. If 20 percent of the voting interests petition the board to address an item of business, the board, within 60 days after receipt of the petition, shall place the item on the agenda at its next regular board meeting or at a special meeting of the board called for that purpose. An item not included on the notice may be taken up on an emergency basis by a vote of at least a majority plus one of the board members. Such emergency action must be noticed and ratified at the next regular board meeting.¹²

However, written notice of a meeting, which notice identifies agenda items of any meeting at which a non-emergency special assessment, or an¹³ amendment to rules regarding unit use will be considered, must be conspicuously posted on the Condominium property and given to each Director personally or by mail, telephone, or electronically transmitted, at least fourteen (14) days before the for such meeting in accordance with Florida Statute 718.112(2)(c). Notice of any meeting in which regular or special assessments against unit owners are to be considered for any reason must specifically contain a statement that assessments will be considered and provide the nature, estimated cost, and description of the purposes for any such assessments. Evidence of compliance with this 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association.

SECTION 7. SPECIAL MEETING. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the Board. Notice, which notice must specifically identify all agenda items, of such special meetings must be posted conspicuously on the condominium property and must be given to each Director personally or by mail, telephone, or electronically transmitted at least 48 continuous hours before the meeting except in an emergency. Any item not included on the

¹¹ Florida Legislature HB807, effective 01 July 2014, lines 528-534

¹² Florida Legislature HB807, effective 01 July 2014, lines 613-619

¹³ Florida Legislature HB807, effective 01 July 2014, lines 621-623

notice may be taken up on an emergency basis by at least a majority plus one of the board members. Such emergency action must be noticed and ratified at the next regular meeting of the board.

However, written notice of any special meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be considered, must be posted conspicuously on the Condominium property and must be given to each Director personally or by mail, telephone, or electronically transmitted at least fourteen (14) days before the day for such meeting in accordance with Florida Statute 718.112(2)(c). Notice of any special meeting in which regular or special assessments against unit owners are to be considered for any reason must specifically contain a statement that assessments will be considered and the nature, estimated cost, and description of the purposes for any such assessments. Evidence of compliance with this 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association.

SECTION 8. DIRECTORS' WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 9. QUORUM. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present are the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

A board or committee member's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such member may vote as if physically present. A speaker must be used so that the conversation of such members may be heard by the board or committee¹⁴ members attending in person as well as by any unit owners present at a meeting.

Meetings of the Board of Directors at which a quorum of the board members is present are open to all unit owners. Notwithstanding any other law or provision in the Association's documents, the requirement that board meetings be open to the unit owners does not apply to:

¹⁴ Florida Legislature HB807, effective 01 July 2014, lines 586-595

- 9.a Meetings between the board or a committee and the Association's attorney, with respect to proposed or pending litigation, if when the meeting is held for the purpose of seeking or rendering legal advice; or.
- 9.b Board meetings held for the purpose of discussing personnel matters.

SECTION 10. VOTING BY DIRECTORS. A director of the Association who is present at a meeting of its board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. A director of the Association who abstains from voting on any action taken on any corporate matter is presumed to have taken no position with regard to the action. Directors may not vote by proxy or by secret ballot at board meetings, except that officers may be elected by secret ballot. A vote or abstention for each member present must be recorded in the minutes. Ref: F.S.718.111(d).

SECTION 11. COMPENSATION. The Directors' fees, if any, must be determined by the "Voting Members".

SECTION 12. POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the corporation and may do all such acts and things as are not by law or by the Amended Declaration of Condominium or by these Amended By-Laws directed to be exercised and done by the unit owners. These powers shall specifically include, without limitation, the following:

- 12.a To exercise all powers specifically set forth in the Amended Declaration of Condominium, in these Amended By-Laws, the Articles of Incorporation of this Corporation, and in the Condominium Act, and all powers incidental thereto. As required by F.S.617.0830, an officer, director, or agent must discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the interests of the Association.
- 12.b To ensure that Venture Three, Inc., acting as the management agent performs, as necessary and empowered, to make assessments, collect said assessments, and use and expend the assessments to carry out the purpose and powers of the corporation and to perform the same functions for Venture Out at St. Lucie, Inc. from time to time as the need may arise.
- 12.c To ensure that Venture Three, Inc., acting as the management agent performs, as necessary and empowered, to employ, dismiss and control the personnel necessary for the maintenance and operation of the Association and of the common areas and facilities, including, but not limited to, the right and power to employ attorneys, accountants, contractors/ and other professionals as the need arises and to perform the same functions for Venture Out at St. Lucie, Inc. from time to time as the

need may arise.

- 12.d To ensure that Venture Three, Inc., acting as the management agent performs, as necessary and empowered, to conduct the operational & fiscal responsibilities assigned to it for the day-to-day, monthly, and annual management & operation of the corporation and to perform the same management functions for Venture Out at St. Lucie, Inc. from time to time as the need may arise.
- 12.e To make, delete, and amend the rules and regulations regarding the operation and use of the common elements and Condominium property and the construction, installation, use, appearance, and maintenance of the Condominium units therein, and any other rules and regulations permitted by the Amended Declaration of Condominium, and to propose, approve in principle, and recommend to the Board of Directors of Venture Three, Inc. any proposed rules and regulations regarding the operation of &/or use of the common elements of Venture Three, Inc.
- 12.f To review from time to time the provisions of the Amended Declaration of Condominium and the Amended By-Laws of Venture Out at St. Lucie, Inc., to present proposed changes to the owners for a vote at a special meeting called for that purpose, and to ensure that the updated documents are recorded by St. Lucie County.
- 12.g In cooperation with Venture Harbour, Inc. and Venture Out at Indian River, Inc., to contract with Venture Three, Inc. for the management of the Condominium and to designate to the manager all the powers and duties of the Association except those which may be required by the Amended Declaration of Condominium to have approval of the Board of Directors or membership of the Association.
- 12.h Designate one or more committees which, to the extent provided in the resolution designating such committees, shall have the powers of the Board of Directors in the management of the business and affairs of the corporation. Such committee(s) to consist of at least three (3) members of the corporation one of whom shall be a Director. The committee or committees shall have such names as may be determined from time to time by the Board of Directors and said committee shall keep regular minutes of their proceedings and report the same to the Board of Directors as required.
- 12.i To use and disburse the proceeds of assessment and operation of the Condominium property or to ensure that for all such actions the management agent performs as necessary and empowered.
- 12.j The maintenance repair, replacement and operation of the Condominium property or to ensure that for all such actions the management agent performs as necessary and empowered.

- 12.k The reconstruction of improvements after casualty and the further improvement of the property or to ensure that for all such actions the management agent performs as necessary and empowered.
- 12.l To enforce by legal means the provisions of the Condominium documents, the Articles of Incorporation, the Amended Declaration of Condominium, the Amended By-Laws of the Association, and the regulations for the use of the property in the Condominium or to ensure that for all such actions the management agent performs as necessary and empowered.
- 12.m To pay taxes and assessments, if any, which are liens against any part of the Condominium other than individual units and the appurtenances thereto, and to assess the same against the units subject to such liens or to ensure that for all such actions the management agent performs as necessary and empowered.
- 12.n To pay all the cost of all power, water, sewer and other utility services rendered to the Condominium which are not billed to owners of individual units or to ensure that for all such actions the management agent performs as necessary and empowered.

The foregoing powers shall be exercised by the Board of Directors or its manager or employees subject only to approval by unit owners when such is specifically required.

SECTION 13. EMERGENCY POWERS. In accordance with F.S.718.1265, Association Emergency Powers are granted to the Board of Directors to the extent allowed by law and unless specifically prohibited by the Declaration of Condominium, the articles, or the By-Laws of an Association. Consistent with the provisions of F.S.617.0830, the Board of Directors, in response to damage caused by an event for which a state of emergency is declared pursuant to F.S.252.36 in the locale in which the condominium is located, may, but is not required to, exercise the following Emergency Powers Provisions.

- 13.a Conduct board meetings and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including publication, radio, United States mail, the Internet, public service announcements, and conspicuous posting on the condominium property or any other means the board deems reasonable under the circumstances. Notice of board decisions may be communicated as provided in this paragraph.
- 13.b Cancel and reschedule any Association meeting.
- 13.c Name as assistant officers persons who are not directors, which assistant officers have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.

- 13.d Relocate the Association's principal office or designate alternative principal offices.
- 13.e Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.
- 13.f Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, shutting down or off electricity; water, sewer, or security systems; or air conditioners.
- 13.g Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the board, determine any portion of the condominium property unavailable for entry or occupancy by unit owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.
- 13.h Require the evacuation of the condominium property in the event of a mandatory evacuation order in the locale in which the condominium is located. Should any unit owner or other occupant of a condominium fail or refuse to evacuate the condominium property where the board has required evacuation, the Association is immune from liability or injury to persons or property arising from such failure or refusal.
- 13.i Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the board, determine whether the condominium property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Amended Declaration of Condominium.
- 13.j Mitigate further damage, including taking action to contract for the removal of debris (including any personal property that the natural disaster may have left on Association property) and to prevent or mitigate the spread of fungus, including, but not limited to, mold or mildew, by removing and disposing of wet materials on or within the condominium property, even if the unit owner is obligated by the Amended Declaration of Condominium or law to insure or replace those fixtures and to remove personal property from a unit.
- 13.k Contract, on behalf of any unit owner or owners, for items or services for which the owners are otherwise individually responsible, but which are necessary to prevent further damage to the condominium property. In such event, the unit owner or owners on whose behalf the Board of Directors has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its lien authority provided by F.S.718.116 to enforce collection of the charges. Without limitation, such items or services may include the drying of units, the boarding of broken windows or doors, and the removal of damaged air conditioners.

- 13.l Regardless of any provision to the contrary and even if such authority does not specifically appear in the Amended Declaration of Condominium, the Articles of Incorporation, or the Amended By-Laws of the Association, levy special assessments without a vote of the owners.
- 13.m Without unit owners' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in the Amended Declaration of Condominium, the Articles of Incorporation, or the Amended By-Laws of the Association.
- 13.n The special powers authorized by F.S.718.1265 and listed in this Article are limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the unit owners and the unit owners' family members, tenants, guests, agents, or invitees and must be reasonably necessary to mitigate further damage and make emergency repairs.

SECTION 14. ELIGIBILITY

- 14.a As specified in F.S.617.0802, eligibility to serve as a member of the board of directors of the Association is restricted to the membership. Membership is appurtenant to ownership of a unit or lot. A grantor of a trust described in F.S.733.707(3), or a beneficiary of a trust, as defined in F.S.737.303 (4) (b) (and subsequently defined in F.S.736.0103 (4)), which owns a unit or lot is a member of the Association and eligible to serve as a director of the Association, provided that said beneficiary occupies the unit or lot. Candidates for election or appointment to the Board of Directors must be minimally 18 years of age on or before the date of the election or appointment and must be eligible to be a candidate to serve on the board of directors at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the board. Additionally, as specified in F.S.718.112(2)(d)1., a person who has been suspended or removed by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation under this chapter, or who is delinquent in the payment of any monetary obligation due to the Association is not eligible to be a candidate for board membership and may not be listed on the ballot.¹⁵ A person who has been convicted of any felony in the State of Florida or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for board membership unless such felon's civil rights have been restored for at least 5 years as of the date such person seeks election to the board. The validity of an action by the board is not affected

¹⁵ Florida Legislature HB73-05-er, enrolled 29 June 2013, lines 451-460

if it is later determined that a board member is ineligible for board membership due to having been convicted of a felony.

- 14.b If the number of board members whose terms have expired exceeds the number of eligible members showing interest in or demonstrating an intention to run for the vacant positions, each board member whose term has expired is eligible for reappointment to the Board of Directors and need not stand for re-election (but must be elected by the remaining board members although not a quorum). Co-owners of a unit may not serve as members of the Board of Directors at the same time unless they own more than one unit or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy. Any unit owner or other eligible person desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the Association at least 40 days before a scheduled election.

ARTICLE V. OFFICERS

- SECTION 1. **Elective Officers.** The principal officers of the corporation are a President, a Vice-President, a Secretary and a Treasurer, all of whom must be elected by the Board of Directors. One person may not hold more than one of the aforesaid officers, except one person may be both Secretary and Treasurer. The President and Vice-President must be members of the Board of Directors.
- SECTION 2. **Election.** The officers of the corporation designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.
- SECTION 3. **Appointive Officers.** The Board may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as the Board deems necessary.
- SECTION 4. **Term.** The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer may be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g., if the Board of Directors is composed of nine persons, then five of said Directors must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy must be filled by the Board of Directors.
- SECTION 5. **The President.** The President is the chief executive officer of the corporation and shall preside at all meetings of the unit owners and of the Board of Directors. The President shall have executive powers and general supervision over the affairs of the corporation and other officers. The President shall sign all written contracts to perform all the duties incident to the office and which may be delegated to him from time to time by the Board of Directors.

SECTION 6. The Vice President. The Vice-President shall perform all the duties of the President in his absence or disability and such other duties as may be required of him from time to time by the Board of Directors.

SECTION 7. The Secretary. The Secretary shall issue notices of all Board of Directors meetings and all meetings of the unit owners. The Secretary must attend and keep the minutes of all said meetings. The Secretary shall have charge of all of the corporation's books, records and papers except those kept by the Treasurer. The Secretary shall have custody of the seal of the Association. An elected or designated Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent or incapacitated.

SECTION 8. The Treasurer.

- 8.a The Treasurer shall have custody of the corporation funds and securities and must keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and must deposit all monies and other valuable effects in the name of and to the credit of the corporation in such depositories as may be designated from time to time by the Board of Directors.
- 8.b The Treasurer must disburse the funds of the corporation as may be ordered by the Board in accordance with these Amended By-Laws, making proper vouchers for such disbursements, and must render to the President and Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the corporation.
- 8.c The Treasurer shall receive all funds due the corporation and collect the assessments, if any (not including the monthly maintenance fee and any other special assessments normally billed by the management agent), and shall promptly report the status of collections and of all delinquencies to the Board of Directors.
- 8.d The Treasurer must refer requests for status reports from potential transferees to the Venture Three, Inc. management agent.
- 8.e An elected or designated Assistant Treasurer must perform the duties of the Treasurer when the Treasurer is absent or incapacitated.

SECTION 9. Certification of Directors

In accordance with F.S.718.112(2)(d)(3)(b),

- 9.a Within 90 days after being elected or appointed to the board, each newly elected or appointed director must certify in writing to the secretary of the Association that he or she has read the Association's Declaration of Condominium, the Articles of Incorporation, the By-Laws, Statements of Association Policy, and the Association's Rules & Regulations; that he or she will work to uphold such documents and policies to the best of his or

her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members.

- 9.b In lieu of the written certification specified above, the newly elected or appointed director may submit a certificate of satisfactory completion of the educational curriculum administered by a division-approved condominium education provider within 1 year before or 90 days after the date of election or appointment. The written certification or educational certificate is valid and does not have to be resubmitted as long as the director serves on the board without interruption.
- 9.c A director who fails to timely file the written certification or educational certificate is suspended from service on the board until he or she complies with this certification requirement. The Board may temporarily fill the vacancy during the period of suspension.
- 9.d The secretary shall cause the Association to retain a director's written certification or educational certificate for inspection by the members for five (5) years after a director's election or the duration of the director's uninterrupted tenure, whichever is longer.¹⁶ Failure to have such written certification or educational certificate on file does not affect the validity of any action.
- 9.e Any challenge to the election process must be commenced within 60 days after the election results are announced.¹⁷

ARTICLE VI. FISCAL MANAGEMENT

SECTION 1. Depositories and Obligations.

- 1.a The funds of the corporation shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officers of the corporation as may be designated by the Board of Directors.
- 1.b Obligations of the Corporation must be signed by at least two officers of the Corporation.

SECTION 2. Fidelity Bonds. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association and any contractor handling or responsible for Association funds, must be bonded in such amount as may be determined by the Board of Directors. The Premiums on such bonds must be paid by the Association. The bond must be in an amount sufficient to equal the monies an individual handles or has control via a signatory or a bank account or other depository account.

¹⁶ Florida Legislature HB73-05-er, enrolled 29 June 2013, lines 583-584

¹⁷ Florida Legislature HB73-05-er, enrolled 29 June 2013, lines 587-588

SECTION 3. Fiscal Year. The fiscal year for the corporation begins on the first day of April of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems is advisable.

SECTION 4. Determination of Assessments. The Board of Directors must ensure that the management agent, which presently is Venture Three, Inc., performs, as necessary and empowered, the actions as described in the following paragraphs and to perform the same functions for Venture Out at St. Lucie, Inc. from time to time as the need may arise:

- 4.a Fix and determine, from time to time, the sum or sums necessary and adequate for the common expenses of the Condominium property. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the power and duties of the corporation, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time, by the Board of Directors of the Corporation. The Board of Directors directly or through its management agent is specifically empowered, on behalf of the corporation, to make and collect monthly maintenance fee assessments and, from time to time, special assessments (both of which are hereinafter referred to as assessments), and to maintain, repair and replace the common elements and the limited common elements of the Condominium. Funds for the payment of common expenses must be assessed against the unit owners in the proportions of percentages of sharing common expenses as provided in the Amended Declaration of Condominium. Said assessments shall be payable as ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, must be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors. Assessments shall be made against units not less frequently than quarterly in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.¹⁸
- 4.b When the Board of Directors has determined the amount of any assessment, the management agent must mail or present to each unit-owner, a statement of said unit owner's assessment. All assessments shall be payable to the management agent and, upon request, the management agent must give a receipt for each payment made to said agent.

¹⁸ Florida Statute F.S.718.112(g), effective 1 July 2014.

- 4.c Nothing in these By-Laws precludes the right of the Association to accelerate assessments of an owner delinquent in payment of common expenses. Accelerated assessments are due and payable on the date a claim of lien for delinquent assessments is filed by, or on behalf of, the Association. Such accelerated assessments must include the amounts due for the remainder of the budget year in which the claim of lien was filed.

SECTION 5. Application of Payments and Co-Mingling of Funds.

- 5.a All sums collected from assessments or other revenue by Venture Three, Inc., acting as the management agent, may be co-mingled in a single fund, or divided into more than one fund, as determined by the Board of Directors or its management agent.
- 5.b Assessments and installments on assessments which are not paid when due bear interest at the rate provided in the declaration, from the due date until paid. The rate may not exceed the rate allowed by law, and, if no rate is provided in the declaration, interest accrues at the rate of 18 percent per year. Also, the Association may, in addition to such interest, charge an administrative late fee of up to the greater of \$25 or 5 percent of each installment of the assessment for each delinquent installment for which the payment is late. A late fee is not subject to F.S.718.303(4) and therefore a fine may not be imposed for non-payment of a late fee.
- 5.c Any payment received by an Association must be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. The foregoing is applicable notwithstanding F.S.673.3111, any purported accord and satisfaction, or¹⁹ any restrictive endorsement, designation, or instruction placed on or accompanying a payment.
- 5.d Other charges, expenses or advances, as provided herein and in the Amended Declaration of Condominium and general or special assessments shall be applied in such manner as the Board of Directors or its management agent determines in its sole discretion.
- 5.e Funds controlled solely by Venture Out at St. Lucie, Inc. may be co-mingled in a single fund, or divided into more than one fund, as determined by the Board of Directors.

SECTION 6. Annual Financial Report & Audit.

- 6.a The Board of Directors must ensure that the management agent performs as necessary and empowered by providing for an audit of accounts of

¹⁹ Florida Legislation H-0791-er, Enrolled 04/24/2015, effective 1 July 2015, lines 937-940.

Venture Three, Inc. to be made annually by a Certified Public Accountant. A copy of the report shall be available for inspection by the members in the office of Venture Three, Inc. not later than three months after the end of the fiscal_year for which the report is made.

- 6.b If approved by a majority of the voting interests present at a properly called owners' meeting or, individual owners' meetings of the three (3) constituent Associations, of Venture Three, Inc., i.e., meeting the requirements of the Association(s) for notice & quorum, Venture Three, Inc. may prepare or cause to be prepared a report of cash receipts and expenditures, or a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement. Such meeting and approval must occur prior to the end of the fiscal year, normally at the January Annual Owner's Meeting and is effective only for the fiscal year in which the vote is taken.
- 6.c The Treasurer of Venture Out at St. Lucie, Inc. must prepare annually at the end of the fiscal year a report of cash²⁰ receipts and expenditures as required by Florida Statute 718.111(13) not later than 90 days after the end of the year for which the report is made. Within 21 days after the final financial report is completed by the Association or received from a third party, but not later than 120 days after the end of the fiscal year, the Association must mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.

SECTION 7. Acceleration of Assessment Installment upon Default. The Board of Directors shall ensure that management agent performs as necessary and empowered the actions as described in the following paragraph:

- 7.a If a unit owner is in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner and thereupon, the unpaid balance of the assessment becomes due upon the date stated in the Notice, but not less than fifteen (15) days after the delivery of or mailing of said notice to the unit owner. Failure of the unit owner to pay an assessment may result in a lien being placed against the unit owner's property which is the subject of the assessment.
- 7.b A unit is not be eligible for voluntary transfer until and unless all assessments, dues, etc. have been paid.

SECTION 8. Obligations of Unit Owners, Rents If a unit owner is delinquent in paying any monetary obligation due to Venture Three, Inc., and if the owner's unit is occupied by a tenant, the Association may make a written

²⁰ Florida Legislature HB73-05-er, enrolled 29 June 2013, line 388

demand that the tenant pay to the Venture Three, Inc. subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner related to the unit have been paid in full to Venture Three, Inc. The tenant must pay the monetary obligations to Venture Three, Inc. until the Corporation releases the tenant or the tenant discontinues tenancy in the unit.

- 8.a The Association must provide the tenant a notice, by hand delivery or United States mail, in substantially the following form:

Pursuant to section 718.116(11), Florida Statutes, Venture Three, Inc. acting on behalf of the Association, demands that you pay your rent directly to Venture Three, Inc. and continue doing so until the Association notifies you otherwise. This demand supersedes any other demand from the unit owner made before or after the date of this notice. Payment of rent may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to Venture Three, Inc., 10701 S Ocean Drive, Jensen Beach, FL 34957 payable to Venture Three, Inc. Your obligation to pay your rent to Venture Three, Inc. begins immediately, unless you have already paid rent to your landlord for the current period before receiving this notice. In that case, you must provide the Association written proof of your payment within 14 days after receiving this notice and your obligation to pay rent to Venture Three, Inc. would then begin with the next rental period. Pursuant to F.S.718.116(11), your payment of rent to Venture Three, Inc. gives you complete immunity from any claim for the rent by your landlord for all amounts timely paid to the Corporation.

- 8.b The Corporation must mail written notice to the unit owner of the Corporation's demand that the tenant make said payments to the Corporation.
- 8.c The Corporation must, upon request, provide the tenant with written receipts for payments made.
- 8.d A tenant is immune from any claim from the unit owner by the landlord or unit owner related to the rent timely paid to the Association after the Association has made written demand.
- 8.e If the tenant paid rent to the landlord or unit owner for a given rental period before receiving the demand from the Corporation and provides written evidence to the Corporation of having paid the rent within 14 days after receiving the demand, the tenant shall must begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Corporation to be credited against the monetary obligations of the unit owner against the monetary obligations of the unit

owner until the Association releases the tenant or the tenant discontinues tenancy in the unit.

- 8.f The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant's landlord must provide the tenant a credit against rents due to the landlord in the amount of moneys paid to the Corporation.
- 8.g The Corporation may issue notice under F.S. 83.56 and sue for eviction under F.S.83.59-83.625 as if the Corporation were a landlord under part II of F.S. chapter 83 if the tenant fails to pay a required payment to the Corporation after written demand has been made to the tenant. However, the Corporation is not otherwise considered a landlord under chapter 83 and specifically has no obligations under F.S.83.51.
- 8.h The tenant does not, by virtue of payment of monetary obligations to the Corporation, have any of the rights of a unit owner to vote in any election or to examine the books and records of the Corporation.
- 8.i A court may supersede the effect of this subsection by appointing a receiver.

SECTION 9. OBLIGATIONS OF UNIT OWNERS AND TENANTS REGARDING THE SUSPENSION OF RIGHTS & FINES. Pursuant to the Condominium Act:

- 9.a Each unit owner, each tenant, and other invitee, and each Constituent Association is governed by, and must comply with the provisions of F.S.718, *et. seq.*, the Articles of Incorporation, the Declaration of Condominium or Declaration of Covenants (where applicable), and the By-Laws which shall be deemed expressly incorporated into any lease of a unit. The Board of Directors of Venture Out at St. Lucie, Inc. has the fiduciary responsibility to act in good faith and in the best interests of the unit owners (F.S. 718.111(1)(d)). To comply with that duty the Board must exercise due care and diligence when acting for the community and to act within the scope of their authority. Such duty requires that the Board adopt policies relating to enforcement issues such that any owner, guest, or tenant of a unit in the association who violates a provision of the Association's documents is treated consistently, equitably, & fairly and is provided with due process. The members should be assured that a process to be followed in all cases of violations is neither pejorative nor capricious yet they should be assured that the process will provide a uniform method for enforcement and utilization of the rights granted to the Association under Florida law.
- 9.b The Association may levy reasonable fines and/or suspend use or voting rights for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the Corporation's or the Association's governing documents as they relate to the use of the Common Elements of the Association and/or the Corporation. A fine may

not become a lien against a unit.

- 9.c The Association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other Association or Venture Three, Inc. property for failure to comply with any provision of the governing documents of the Association and/or the Corporation. This paragraph does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, or parking spaces.²¹
- 9.d A fine for non-payment of monetary obligations may be levied by the Board of Directors at a duly noticed meeting of the Board and a hearing is not mandated. Once a fine is levied, the unit owner must be given written notification by mail or hand delivery of the action of the Board.
- 9.e An Enforcement Panel shall be established which shall consist of a minimum of six (6) unit owners who are NOT Board members, nor spouses of Board members, nor others who reside in the same unit as a Board member, from which three (3) shall be selected by the President to hear the evidence, if any is presented by the Board, the Property Manager, and/or by the owner, guest, and/or tenant who are the subject(s) of the hearing, given either by themselves or through their legal representative, supporting and/or opposing the levying of a fine, and/or suspension(s) of Common Elements use rights and voting rights
- 9.f Any violation that has not been corrected within 14 days of written notification may be subject to, upon the majority vote by the Board of Directors and the approval of an Enforcement Panel (reference paragraph 9.g, *et. seq.*, below), a fine as established by F.S.718.303(3), as amended from time to time, (which in 2015 is a maximum of \$100 per violation incident, or, a maximum fine of \$100.00 per day for a continuing violation, until the violation is remedied, but not to exceed \$1000.00 in the aggregate) and/or subject to a suspension of the rights to the use of the common elements.
- 9.g Initially, when a violation occurs, a verbal communication by either a member of the Board of Directors or the Venture Three, Inc. Property Manager shall be attempted with the objective being to inform the parties of the violation and to achieve remediation within a specified period. If an attempt at verbal contact does not achieve a response, then alternatively, this requirement for first contact may be written notification. From the time that a potential violation surfaces, detailed information of the offending conduct must be documented & maintained by the Board of Directors or by the Property Manager of Venture Three, Inc.
- 9.h Should the initial contact, either verbal or written, not result in a correction

²¹ Florida Legislature HB73-05-er, enrolled 29 June 2013, lines 872-875

of the violation or behavior, then a written notice of violation shall be issued by either the Board of Directors or the Venture Three, Inc. Property Manager in a standard format approved by the Board, describing the violation, referencing the document provision(s) violated, and requesting a correction of the violation within fourteen (14) days of the date of the notice. In an emergency case where shorter or no notice is required, the Board shall follow the guidance established in Rule 12.A of the Venture Out at St. Lucie, Inc. Rules & Regulations for implementing the emergency notice and setting the time for compliance. Should the formal demand for compliance not result in a cure of the violation, the Board may consider levying a fine or imposition of a suspension of rights as a remedy for the violation. All of the following requirements must be met to continue to pursue this course of action:

- 9.h.1. The matter shall be placed on the agenda for a regular or a special Board meeting at which meeting an Enforcement Panel shall be present.
- 9.h.2. Not less than 14 days in advance of the day of the meeting of the Board at which the violation is on the agenda, written notice shall be given to the violating owner, guest, and/or tenant of the hearing and also be given the opportunity to attend and present a defense. The notice and hearing requirements of the Condominium Act do not apply to the imposition of suspensions or fines against a unit owner or a unit's occupant, licensee, or invitee because of failing to pay any amounts due the Corporation.
- 9.h.3. The Board shall hear the matter presented by either a Board Member and/or the Property Manager followed by hearing a defense presentation. Each side shall be offered one rebuttal, with the Board proceeding first.
- 9.h.4. At the conclusion of the rebuttals, the Board shall decide on imposing a fine, and/or suspending the rights, or vacating the complaint. The action of the Board shall be approved by a simple majority of the Board members present.²²
- 9.h.5. A hearing for a fine or suspension for other than non-payment of monetary obligations must be held before a committee, hereinafter an Enforcement Panel, of three (3) unit owners, one from each of the three Constituent Associations (whenever possible). An Enforcement Panel shall be convened and the matter shall be heard and considered by the Enforcement Panel as a part of the duly noticed meeting of the Board of Directors at which a quorum is present in person or by phone pursuant to the requirements of F.S.718.303(3).
- 9.h.6. The Enforcement Panel pool shall consist of a minimum of six (6) unit owners who are not Board members, nor spouses of Board members, nor others who reside in the same unit as a Board member. Three (3) members shall be selected from the pool by the President to be the

²² Florida Legislation HB-0791-er, 04/24/2015, effective 07/01/2015, lines 967-997.

Enforcement Panel for each case. The Panel shall hear the evidence presented by the Board and/or by the owner, guest, and/or tenant, who are the subject(s) of the hearing, given either by themselves or through their legal representative, supporting and/or opposing the levying of a fine or imposition of a suspension.

- 9.h.7. The Enforcement Panel is to agree or disagree that such a fine or suspension of rights approved by the Board may or may not be imposed. If the Enforcement Panel votes to agree to impose the fine or the suspension of rights, then the action is approved, otherwise, no fine or suspension may be imposed by the Board and the matter is closed.
- 9.h.8. After the imposition of such fine or suspension, the Venture Out at St. Lucie, Inc. must notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery (ref: F.S.718.303(4)). The suspension of use rights applies to all Corporation & Association properties in Venture Out at St. Lucie, Inc. and/or Venture Three, Inc. owned wholly or in part by the owner who is the subject of the suspension and to all family, guests, lessees, or invitees of all the subject units.
- 9.h.9. The Enforcement Panel, after hearing all relevant information, shall deliberate (in closed session if so desired by the Panel or by the Board) and render a decision agreeing or disagreeing with the Board's action to levy a fine in such amount as is permitted by Florida law and these Venture Three, Inc. By-Laws and/or in cases of a Board's action to suspend common element use or voting rights the panel shall agree or disagree with the Board's action in proceeding toward such suspensions.
- 9.h.10. The Board of Directors, upon hearing the decision of the Enforcement Panel shall, if approved by the Enforcement Panel decision, proceed to levy a fine and/or to suspend the common element use rights. If the Enforcement Panel decision is against levying a fine and/or suspension of common element use, the Board shall consider the matter closed, may not levy any fine or suspend rights, but may consider any other remedy permitted under Florida law and the By-Laws of the Corporation.
- 9.h.11. Any fine levied shall be due and payable within 14 days of the date of the written notice to the owner, guest, and/or tenant. Any suspension of common element use shall be effective immediately upon adoption by the Board. Written notice shall forthwith be submitted to the owner, guest, and/or tenant advising the Board action(s).
- 9.h.12. The Board shall adopt a standard form of letter of notice of levying of a fine and/or suspending voting and/or common element use rights.
- 9.h.13. After the fine due date, any payments, made including the monthly Maintenance fee, shall be applied as permitted by Florida law regardless of any restrictive endorsement or written notice of restriction

received with the payment.

- 9.i If a unit owner is more than 90 days delinquent in paying a fee, fine, or other²³ monetary obligation due to the Corporation, the Association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other Association property until the fee, fine, or other monetary obligation is paid in full. This paragraph does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators. The notice and hearing requirements under the preceding paragraph 9.g.2 do not apply to suspensions imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue the Corporation.
- 9.j The Board of Directors of Venture Out at St. Lucie, Inc. may suspend the voting rights of a unit or member due to nonpayment of any fee, fine, or other²⁴ monetary obligation due to the Corporation which is more than 90 days delinquent. A voting interest or consent right allocated to a unit or member which has been suspended by the Association shall²⁵ be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under F.S.718.303(5) or pursuant to the declaration, Articles of Incorporation, or By-Laws. The suspension ends upon full payment of all obligations currently due or overdue the Association. The notice and hearing requirements under paragraph (c) do not apply to a suspension imposed under this paragraph. The suspensions permitted by the preceding paragraphs to a member and, when appropriate, the all of the member's tenants, guests, or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple units owned by a member.
- 9.k All suspensions imposed pursuant to paragraph (9.a) or paragraph (9.b) must be approved at a properly noticed board meeting, and, at which meeting a duly authorized Enforcement Panel is present.²⁶ Upon approval, the Association must notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery.

²³ Florida Legislation HB-0791-er, 04/24/2015, effective 07/01/2015, lines 999-1003.

²⁴ Florida Legislation HB-0791-er, 04/24/2015, effective 07/01/2015, lines 1011-1035.

²⁵ Florida Legislation HB-0791-er, 04/24/2015, effective 07/01/2015, lines 1014-1024.

²⁶ Florida Legislation HB-0791-er, 04/24/2015, effective 07/01/2015, lines 967-1035

- 9.I Restoration of suspended rights shall require an action of the Board at a duly noticed regular or special meeting during which remedial actions/behavior of the violator(s) shall be considered. An exception occurs when a specified period of suspended rights is included when the suspension is enacted.

ARTICLE VII. SUBSTANTIAL ADDITIONS OR ALTERATIONS

SECTION 1. Substantial additions or alterations to the common elements or limited common elements must be in accordance with Article XIV, Par. B of the Amended Declaration of Condominium. In accordance with F.S.718.114, Association Powers, an Association may enter into agreements, to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities whether or not the lands or facilities are contiguous to the lands of the condominium, if such lands and facilities are intended to provide enjoyment, recreation, or other use or benefit to the unit owners. However, acquiring these leaseholds, memberships, or other possessory or use interests are considered a material alteration or substantial addition to the real property that is Association property, and the Association may not acquire or enter into such agreements except upon a vote of, or written consent by, a majority of the total qualified voting interests of Venture Out at St. Lucie, Inc. The declaration may provide that the rental, membership fees, operations, replacements, and other expenses are common expenses and may impose covenants and restrictions concerning their use and may contain other provisions not inconsistent with F.S.718, *et. seq.*

ARTICLE VIII. COMPLIANCE AND DEFAULT

SECTION 1. VIOLATIONS. In the event of a violation (other than the nonpayment of an assessment) by the unit owner of any of the provisions of the Amended Declaration of Condominium or these Amended By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach; transmitted by mail, and if such violation should continue for a period of thirty (30) days from the date of the notice, the Association through its Board of Directors, have the right to treat such violation as an intentional and inexcusable and material breach of the Amended Declaration of Condominium of the Amended By-Laws or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

- 1.a An action at law to recover for its damage on behalf of the Association or on behalf of the other unit owners; or,
- 1.b An action in equity to enforce performance on the part of the unit owner; or,
- 1.c An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Upon a finding by the court

that the violation complained of is willful and deliberate, the unit owner so violating must reimburse the Association for reasonable attorney fees incurred by it in bringing such action. Failure on the part of the Association to maintain such an action at law in equity within (30) days from date of a written request, signed by a unit owner, sent to the Board of Directors, authorizes any unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health or to put the Association's infrastructure or other Association unit(s) at risk may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expense.

SECTION 2. NEGLIGENCE OR CARELESSNESS OF UNIT OWNER, ETC.

All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association, if any. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair, or replacement required, as provided in this section, shall be charged to said unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of common expense.

SECTION 3. COSTS AND ATTORNEY FEES.

In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court.

SECTION 4. NO WAIVER OF RIGHTS.

The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition, which may be granted by the Condominium documents, shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition in the future.

SECTION 5. NO ELECTION OF REMEDIES.

All rights, remedies and privileges granted to the Association or unit owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents, shall be deemed to be cumulative and the exercise of

any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by Condominium documents, or at law, or in equity.

SECTION 6. NON-BINDING & BINDING ARBITRATION.

Disputes that might arise between any owner(s) and the Board of Directors may be taken to mandatory non-binding arbitration per F.S.718.1255. However, voluntary mediation through Citizen Dispute Settlement Centers as provided for in s. 44.201 is encouraged. Arbitration may be binding if both parties agree. Disputes that may go to arbitration are limited in nature to the specific subjects listed in F.S.718.1255.

ARTICLE IX. AQUISITION OF UNITS

SECTION 1. ACQUISITION ON FORECLOSURE. The Board of Directors may bid to acquire a Condominium parcel at a foreclosure sale for unpaid assessments or liens claimed by the Association.

- 6.a The Board's power to acquire at foreclosure shall never be interpreted as any requirement or obligation on the part of the Board of Directors, or of the corporation, to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so. Alternatively, the Association has the power to accept a deed in lieu of foreclosure. Once the property has been acquired the Association has the power to hold, lease, mortgage, or convey it. During the time that the Association owns title to condominium unit, it must pay the assessments which come due in the same manner as all other unit owners. The assessments due from the Association owned unit are common expenses and are shared by all the unit owners.
- 6.b An Association, or its successor or assignee, that acquires title to a unit through the foreclosure of its lien for assessments is not liable for any unpaid assessments, late fees, interest, or reasonable attorney fees and costs that came due before the Association's acquisition of title in favor of any other Association, as defined in F.S. 718.103(2), which holds a superior lien interest on the unit.
- 6.c A unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.²⁷

²⁷ Florida House Bill HB807, Enrolled, effective 01 July 2014, lines 675 thru 689

- 6.d For the purposes of this paragraph, the term "previous owner" does not include an Association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. A present unit owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the Association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure.²⁸

ARTICLE X. AMENDMENTS TO THE AMENDED BY-LAWS

SECTION 1. These Amended By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided:

- 1.a Notice of the meeting shall contain a statement of the proposed amendment(s).
- 1.b If the amendment has received approval by the unanimous vote of the voting Directors, then it shall be approved upon the affirmative vote, in person or by proxy, being a majority (51%) of the unit owners who are qualified to vote.
- 1.c If the amendment has not been approved by the unanimous vote of the voting Directors, then the amendment(s) shall be approved by the affirmative vote, in person or by proxy, being a majority of not less than two-thirds (2/3) of the total vote of the unit owners voting who are qualified to vote.
- 1.d In the event an amendment does not receive the unanimous approval of the Board of Directors, the amendment may, by action of the Board of Directors, be separated by Article & Section or by groups of Articles and/or Sections for a subsequent vote(s) by the Board.
- 1.e In the event the provision of paragraph (D) above is invoked, the amendment will be presented for the owner's vote in two parts, 1) those amendments of Articles & Sections in the aggregate for which unanimous approval by the Board was voted and for which owners' approval is governed by paragraph (B) above, and, 2) those amendments of Articles & Sections in the aggregate for which there was approval, but less than unanimous, by the Board and for which owners' approval is governed by paragraph (C) above.
- 1.f Amendment(s) approved by the vote of the owners shall must be combined (if necessary), certified, and recorded as required by the Condominium Act.

SECTION 2. In the case where proposed amendments to the By-Laws are wholly in response to changes in Florida law(s) and which are intended to make these Amended By-Laws compliant with said law(s), these Amended By-Laws may be altered, amended or added to at any duly authorized meeting of the Board of Directors, provided:

- 2.a Notice of the meeting must contain a statement of the

²⁸ Florida House Bill HB807, Enrolled, effective 01 July 2014, lines 683-689

- proposed amendment(s).
- 2.b The proposed amendment(s) are approved by simple majority of a vote by the Board of Directors at a duly authorized meeting at which a quorum is present.
 - 2.c The proposed amendments do not contain provisions or language outside of the actual amendments to the Florida Condominium Act or other applicable Florida Statutes.

ARTICLE XI. NOTICES

SECTION 1. Whatever notices are required to be sent hereunder must be delivered or sent in accordance with the applicable provisions for notices, as set forth in Article XVII, Section M of the Amended Declaration of Condominium unless otherwise specified in these Amended By-Laws.

ARTICLE XII. INDEMNIFICATION

SECTION 1. The Corporation must indemnify every Director and every Officer, his heirs, executors, administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit, or proceeding to which he may be made a party, by reason of his being or having been a Director or Officer of the Corporation, including reasonable counsel fees to be approved by the Corporation, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights are in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XIII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

SECTION 1. The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights of remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIV. LIMITATION OF LIABILITY

SECTION 1. The liability of the owner of a unit for common expenses is limited to the amounts for which he or she is assessed for common expenses from time to time in accordance with the Amended Declaration of Condominium, these Amended By-Laws, and Florida Statute 718.119.

SECTION 2. The owner of a unit may be personally liable for the acts or omissions of the Association in relation to the use of the common elements, but only to the

extent of his or her pro rata share of that liability in the same percentage as his or her interest in the common elements, and then in no case shall that liability exceed the value of his or her unit.

SECTION 3. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association must give notice of the exposure within a reasonable time to all unit owners, and they shall have the right to intervene and defend.

ARTICLE XV. PARLIAMENTARY RULES

SECTION 1. Roberts Rules of Order (latest edition), shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, Amended Declaration of Condominium, or these Amended By-Laws in which case the latter shall apply.

ARTICLE XVI. RULES AND REGULATIONS

The Rules and Regulations are, as a separate document, contained and published in By-Laws, Article XVI, Section 3 (cont.), Rules and Regulations. The unit owners must at all times obey said Rules and Regulations and must use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and/or supervision or otherwise have responsibility.

SECTION 1. AS TO COMMON ELEMENTS.

- 1.a The Board of Directors may from time to time adopt new or amend or delete previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium and any facilities or services made available to the unit owners. The Board of Directors must from time to time post in a conspicuous place on the Condominium property a copy of the rules and regulations adopted from time to time by the Board of Directors.

SECTION 2. AS TO CONDOMINIUM UNITS.

- 2.a The Board of Directors may from time to time adopt new, or amend or delete previously adopted, rules and regulations governing and restricting the use and maintenance of the Condominium units(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same becomes effective and where applicable or desirable, copies thereof must be posted in the conspicuous place on the Condominium property

SECTION 3. BUILDING AND/OR INSTALLATION RULES AND REGULATIONS.

- 3.a The Board of Directors may from time to time adopt new, or amend or delete previously adopted, Building and/or Installation rules and regulations governing and restricting the installation, construction, and

renovation of the Condominium units(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same becomes effective and where applicable or desirable, copies thereof must be posted in the conspicuous place on the Condominium property. The Building and/or Installation Rules and Regulations shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all unit owners.

SECTION 4. USE AND OCCUPANCY.

- 4.a All sites, hereinafter referred to as units in the subdivision, are hereby designated for, and limited to, one Recreational Vehicle, Manufactured Home or Site Built Home (permitted housing) per unit. Such permitted housing categories are described in the following paragraphs 4.a.1 thru 4.a.3, inclusive:
- 4.a.1 Recreational Vehicles. This category includes travel trailers, 5th wheel trailers, motor homes and private motor coaches as these terms are described in F.S.320.01, as amended. It is specifically understood that all such Recreational Vehicles must be self-contained and have all three UTILITY hook-ups: namely, water, electricity, and sewage. The maximum length, width, height, and square footage permitted as well as location of any such Recreational Vehicles on a unit may be regulated by rules adopted and amended from time to time by the Board of Directors. No tents, pop-up campers, hybrid trailers, or truck campers are permitted.
- 4.a.2 Manufactured Homes. This category includes mobile homes designed to be used as a dwelling when connected to the required water, electric and sewage utilities, and which include the plumbing, heating, air conditioning, and electrical systems contained in the structure. They must have been fabricated on or after June 15, 1976 in an offsite manufacturing facility for installation or assembly at the building site. Such Manufactured Homes must bear a seal certifying it is built in compliance with the federal Manufactured Home Construction and Safety Act as such term is described in F.S.320.01 or such other federal or state acts that supersede these acts.
- 4.a.3 Site Built Home. This category means permanent single family residential dwellings of poured concrete, frame and/or block construction, on concrete foundations as allowed by the St. Lucie County Building Codes and the Rules and Regulations of Venture Out at St Lucie, Inc., as amended.
- 4.b Construction Rules. The Board of Directors must adopt such site plan submission, review and approval requirements as it shall deem necessary and may amend such regulations as required. The Board of Directors must also adopt and enforce such setback requirements and construction rules and regulations as it shall deem reasonable and must amend them

as the need arises.

- 4.c Use, Maintenance and Storage Rules. By way of amendment to the Rules contained in Article XVI, Section 3 of the Venture Out at St Lucie By-Laws, the Board of Directors must adopt such use, maintenance and storage rules as it deems necessary from time to time for the benefit and safety of all of the unit owners, including but not limited to, rules governing outside storage of personal property on any unit, hurricane safety and preparedness requirements, tie down requirements, skirting of permanent Recreational Vehicles, vehicle parking stickers and parking regulations both on a unit and within the park generally, parking and storage of boats, personal watercraft, boat and personal watercraft trailers and utility trailers, use of the roadways by vehicles, golf carts, bicycles and pedestrians, use of the canals, landscaping maintenance and such other safety and use regulations as may become necessary in the future and/or as are permitted by Florida law, and rules regulating erecting and/or displaying signs on a unit.
- 4.d The foregoing shall be deemed to prohibit the construction and maintenance of fences, except a safety fence along a seawall of waterfront units provided it is approved by St Lucie County and meets all requirements in the Association Rules and Regulations. Radio and TV antennas shall not be erected on a unit. **ONLY ONE (1)** Recreational Vehicle, Manufactured Home or Site Built Home may be located or maintained on each unit. In instances where two or more adjacent units are under common ownership one Recreational Vehicle, Manufactured Home or Site Built Home may not be placed or constructed across the lot lines between such units or otherwise infringe on the required setbacks on each of such units individually. Use of this lot combination strategy to permit larger structures is strictly prohibited.
- 4.e No animals or fowl shall be kept or maintained on the unit except customary household pets, and then only on a leash, and in accordance with the St. Lucie County Code 7.10.03 - Animals in a Residential District.
- 4.f Only such signs as are permitted by the Rules and Regulations section of the By-Laws, as amended, shall be displayed on any unit.
- 4.g An easement Ten (10) feet in width is reserved along and across each of the unit lines of each unit in the subdivision for the installation and maintenance of utility services and it is understood that such easement may be used by the Association and/or its assigns for such installation and maintenance, as the case might be. For the benefit of each of the unit owners of Venture Out at St. Lucie, Inc., there exists a nonexclusive, unencumbered easement for ingress and egress over streets, walks, and other rights-of-way serving the units of Venture Out at St. Lucie, Inc. as part of the common elements necessary to provide reasonable access to the public way.

- 4.h No outside toilets shall be installed or allowed on any unit. Venture Out at St. Lucie, Inc. has installed suitable or adequate sanitary facilities as provided by the Laws of the State of Florida, and each user of such facilities agrees to protect the same and prevent loss or damage to accrue thereto. Industry approved portable toilets are allowed to be placed by the General Contractor on a construction site (unit) during the construction period only and in accordance with the St. Lucie County regulations and provisions.
- 4.i No nuisance shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist.
- 4.j All units in the subdivision are restricted for residential use, and no commercial activities shall be conducted thereon.
- 4.k These restrictions shall be considered as covenants running with the land, and shall bind the purchasers of all units shown on the subdivision plat or plats hereinbefore referred to, recorded or to be recorded, their heirs, executors, administrators, successors, and assigns, and if said owners, or any of them, their heirs, executors, administrators, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such unit in the subdivision in which said unit is situated to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction or either to prevent him or them from so doing or to recover damages for such violation, including costs of the suit and a reasonable attorney fee. Any invalidation of any of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.
- 4.l The unit owner must not permit or cause anything to be done or kept in or on his unit which will increase the rate of insurance on the Common areas, limited common areas, common use facilities and the Condominium property, or which will obstruct or interfere with the right of other unit owners, or annoy them by unreasonable noises, or otherwise. Nor shall the unit owner or any renter commit or permit any nuisance, immoral or illegal act in or about the common areas, limited common areas, common use facilities and the condominium property.
- 4.m No owner, renter or other person shall use the common elements or any part thereof, a Condominium unit, the Condominium property or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be approved by the Board of Directors of the Association and/or the Board of Directors

of Venture Three, Inc.

- 4.n The Rules and Regulations are as set forth in the By-Laws of the Association. The Rules and Regulations shall be deemed effective until amended, as provided by the By-Laws and permitted by the Condominium Act.

SECTION 5. CONFLICT. In the event of any conflict, between the Rules and Regulations as specified in Sections 1, 2, 3 & 4 above, or from time to time amended or adopted, and the Condominium documents, or the Condominium Act, the latter shall prevail.

ARTICLE XVII. LIENS

SECTION 1. PROTECTION OF PROPERTY.

- 1.a All liens against a Condominium unit, other than for permitted mortgages, taxes, or special assessments, shall be satisfied or otherwise removed within 30 days of the date the lien attached. All taxes and special assessments upon a Condominium unit shall be paid before becoming delinquent, as provided in these Condominium documents, or Amended By-Laws whichever is sooner.

.SECTION 2. NOTICE OF LIEN.

- 2.a A unit owner must give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

SECTION 3. NOTICE OF SUIT.

- 3.a Unit owners must give notice to the Association of every suit or other, proceedings which will or may affect title to his unit or any other part of the property, such notice to be given within five (5) days after the unit owner received notices thereof.

SECTION 4. EXEMPTION.

- 4.a Failure to comply with this article concerning liens will not affect the validity of any judicial sale.

SECTION 5. PERMITTED MORTGAGES REGISTER.

- 5.a The Association must maintain a register of all permitted mortgages and, at the request, of a mortgagee, the Association must forward copies of all notices for unpaid assessments or violations served upon a unit owner to said mortgagee.

SECTION 6. FILING OF LIENS.

- 6.a Except as otherwise provided by Florida Statute, no lien may be filed by

the Association against a condominium unit until 30 days after the date on which a notice of intent to file a lien has been delivered to the owner by certified mail, return receipt requested, and by first-class United States mail to the owner at his or her last known address as reflected in the records of the Association. However, if the address reflected in the records is outside the United States, then the notice must be sent by first-class United States mail to the unit and to the last known address by regular mail with international postage, which shall be deemed sufficient. Delivery of the notice shall be deemed given upon mailing as required by this subsection. Alternatively, notice shall be complete if served on the unit owner in the manner authorized by F.S.48 and the Florida Rules of Civil Procedure.

- 6.b To be valid, a claim of lien must state the description of the condominium parcel, the name of the owner of record, the name and address of the Association, the amount due, and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Association. The lien is not effective longer than 1 year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The 1-year period is automatically extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owner or any other person claiming an interest in the parcel. The claim of lien secures all unpaid assessments that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest, administrative late fees,²⁹ and all reasonable costs and attorney fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien.
- 6.c For the By-Laws and required formats of liens and related documents, refer to Appendix A, attached hereto.

ARTICLE XVIII COMMITTEE MEETINGS

SECTION 1. Meetings of a committee that do not take final action on behalf of the board or make recommendations to the board regarding the Association budget are exempted from the provisions of F.S.718.112(2)(c) which, in part, exempts said meetings from having to provide notice.

ARTICLE XIX CONFLICT

SECTION 1. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Amended By-Laws as herein specified, or from time to time amended or adopted, and the Amended Declaration of Condominium, the provisions of the Amended Declaration of Condominium shall prevail. If

²⁹ Florida Legislation H-0791-er, Enrolled 04/24/2015, effective 1 July 2015, lines 959-960.

any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Amended By-Laws Laws as herein specified, or from time to time amended or adopted, and the Condominium Act, the provisions of the Condominium Act shall prevail.

ARTICLE XX CONTRACTS

SECTION 1. In accordance with F.S.718.3026, contracts for products and services are subject to the following provisions and all the requirements of F.S.718.2036:

- 1.a All contracts as further described herein or any contract that is not to be fully performed within 1 year after the making thereof, for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under the Condominium Act and/or these amended By-Laws, and all contracts for the provision of services, must be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association on behalf of any condominium operated by the Association in the aggregate that exceeds 5 percent of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid.
- 1.b Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community Association manager, timeshare management firm, engineering, and landscape architect services are not subject to the provisions of this section.
- 1.c Nothing contained herein is intended to limit the ability of an Association to obtain needed products and services in an emergency.
- 1.d This section shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county serving the Association.
- 1.e Nothing contained herein shall excuse a party contracting to provide maintenance or management services from compliance with s. 718.3025.

ARTICLE XXI OFFICIAL RECORDS

SECTION 1. In accordance with F.S.718.111(12) OFFICIAL RECORDS, the following are the requirements for the Association's records. In meeting these record requirements, the records may be maintained by either Venture Out at St. Lucie, Inc. or by Venture Three, Inc. individually or in combination.

SECTION 2. The Records Requirements.

- 2.a From the inception of the Association, the Association must maintain each of the following items, if applicable, which shall constitute the official records of the Association:

- 2.a.1 A copy of the plans, permits, warranties, and other items provided by the developer pursuant to F.S.718.301(4).
- 2.a.2 A photocopy of the recorded declaration of condominium of each condominium operated by the Association and of each amendment to each declaration.
- 2.a.3 A photocopy of the recorded bylaws of the Association and of each amendment to the bylaws.
- 2.a.4 A certified copy of the articles of incorporation of the Association, or other documents creating the Association, and of each amendment thereto.
- 2.a.5 A copy of the current rules of the Association.
- 2.a.6 A book or books which contain the minutes of all meetings of the Association, of the board of administration, and of unit owners, which minutes must be retained for at least 7 years.
- 2.a.7 A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers. The Association must also maintain the electronic mailing addresses and the numbers designated by unit owners for receiving notice sent by electronic transmission of those unit owners consenting to receive notice by electronic transmission. The electronic mailing addresses and telephone numbers must be removed from Association records if consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.
- 2.a.8 All current insurance policies of the Association and condominiums operated by the Association.
- 2.a.9 A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the unit owners have an obligation or responsibility.
- 2.a.10 Bills of sale or transfer for all property owned by the Association.
- 2.a.11 Accounting records for the Association and separate accounting records for each condominium which the Association operates. All accounting records must be maintained for at least 7 years. Any person who knowingly or intentionally defaces or destroys records, or who knowingly or intentionally fails to create or maintain such records with the intent of causing harm to the Association or one or more of its members, is personally subject to a civil penalty pursuant to F.S.718.501(1)(d). The records must include, but are not limited to:

- 2.a.11.a Accurate, itemized, and detailed records of all receipts and expenditures.
- 2.a.11.b A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.
- 2.a.11.c All audits, reviews, accounting statements, and financial reports of the Association or condominium.
- 2.a.11.d All contracts for work to be performed. Bids for work to be performed are also considered official records and must be maintained by the Association.
- 2.a.12 Ballots, sign-in sheets, voting proxies, and all other papers relating to voting by unit owners, which must be maintained for 1 year from the date of the election, vote, or meeting to which the document relates, notwithstanding paragraph (b).
- 2.a.13 All rental records, if the Association is acting as agent for the rental of condominium units.
- 2.a.14 A copy of the current question and answer sheet as described in F.S. 718.504.
- 2.a.15 All other written³⁰ records of the Association not specifically included in the foregoing which are related to the operation of the Association.
- 2.a.16 A copy of the inspection report as described in F.S.718.301(4)(p).
- 2.b The official records of the Association must be maintained within the state for at least 7 years. The records of the Association must be made available to a unit owner within 45 miles of the condominium property or within the county in which the condominium property is located within 5 working days after receipt of a written request by the board or its designee. However, such distance requirement does not apply to an Association governing a timeshare condominium. This paragraph may be complied with by having a copy of the official records of the Association available for inspection or copying on the condominium property or Association property, or the Association may offer the option of making the records available to a unit owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association is not responsible for the use or misuse of the information provided to an Association member or his or her authorized representative pursuant to the compliance requirements of this chapter unless the Association has an affirmative duty not to disclose such information pursuant F.S.718.112(12).

³⁰ Florida Legislation H-0791-er, Enrolled 04/24/2015, effective 1 July 2015, line 209

- 2.c The official records of the Association are open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the member. The Association shall allow a member or his or her authorized representative to use a portable device, including a smart phone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the member or his or her authorized representative with a copy of such records. The Association may not charge a member or his or her authorized representative for the use of a portable device.³¹ The Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying. The failure of an Association to provide the records within 10 working days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this paragraph. A unit owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply. Minimum damages are \$50 per calendar day up to 10 days, beginning on the 11th working day after receipt of the written request. The failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records. Any person who knowingly or intentionally defaces or destroys accounting records that are required by F.S.718.112 to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the Association or one or more of its members, is personally subject to a civil penalty pursuant to F.S.718.501(1)(d).

The Association must maintain, or cause to be maintained by Venture Three, Inc., an adequate number of copies of the Declaration of Condominium, Articles of Incorporation, By-Laws, and Rules & Regulations, and all amendments to each of the foregoing, as well as the Question and Answer sheet as described in F.S.718.504, and, year-end financial information required under this section on the condominium property to ensure their availability to unit owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the documents.

Notwithstanding this paragraph, the following records are not accessible to unit owners:

- 2.c.1 Any record protected by the lawyer-client privilege as described in F.S.90.502; and any record protected by the work-product privilege,

³¹ Florida Legislature HB73-05-er, enrolled 29 June 2013, lines 1123-1131

including 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.c.2 Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a unit.
- 2.c.3 Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes herein, the term "personnel records" does not include written employment agreements with an Association employee or management company, or budgetary or financial records that indicate the compensation paid to an Association employee.
- 2.c.4 Medical records of unit owners.
- 2.c.5 Social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a unit owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person excluding the person's name, unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the Association to fulfill the Association's notice requirements. Notwithstanding the restrictions in this paragraph, an 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 number from the directory by so requesting in writing to the Association.³² An owner may consent in writing to the Corporation allowing for other information (previously excluded), such as but not limited to alternate address(es), alternate phone number(s), e-mail address(es), etc. to be included in a published directory. Said consent is good until it is revoked by the signing owner.³³ The Association is not liable for the inadvertent disclosure of information that is protected under this paragraph 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.
- 2.c.6 Electronic security measures that are used by the Association to safeguard data, including passwords.
- 2.c.7 The software and operating system used by the Association which allow

³² Florida Legislature HB73-05-er, enrolled 29 June 2013, lines 329-336

³³ Florida House Bill HB807, Enrolled, effective 1 July 2014, lines 509 thru 517

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.

- 2.d The Association must prepare a Question and Answer sheet as described in F.S.718.504, and must update it annually.
- 2.e Information, Limitations & Liabilities.
 - 2.e.1 The Association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the condominium or the Association other than information or documents required by this Article to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner 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.

SECTION 3. The Association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy."

ARTICLE XXII LOSS ASSESSMENT INSURANCE COVERAGE

SECTION 1. In accordance F.S.627.714(5), Residential Condominium Unit Owner Coverage; Loss Assessment Coverage Required, for policies issued or renewed on or after July 1, 2010, coverage under a unit owner's residential property policy must include at least the minimum State mandated dollar amount (which is \$2000 in 2012, but, is subject to change by the Legislature in future years) in property loss assessment coverage for all assessments made as a result of the same direct loss to the property, regardless of the number of assessments, owned by all members of the Association collectively if such loss is of the type of loss covered by the unit owner's residential property insurance policy, to which a deductible of no more than \$250 per direct property loss applies. If a deductible was or will be applied to other property loss sustained by the unit owner resulting from the same direct loss to the property, no deductible applies to the loss assessment coverage.

SECTION 2. Every individual unit owner's residential property policy must contain a provision stating that the coverage afforded by such policy is excess

coverage over the amount recoverable under any other policy covering the same property.

ARTICLE XXIII RENTAL RESTRICTIONS AND LIMITATIONS

- SECTION 1. In accordance with F.S.718.110 (13), The Association may adopt or amend provisions in the By-Laws or Rules which affect the unit owner's rights to rent their property and that such rental amendments are effective, unless otherwise specified in the amendment, concurrent with the time of adoption and apply to all unit owners except that amendments which specify any of the following shall apply only to those owners who consent to the amendment and any owner who acquire title to the property after the effective date of the amendment:
- 1.a A prohibition against unit owners from renting their units, or,
 - 1.b Creation or alteration of restrictions regarding the duration of the rental term, or,
 - 1.c Establishes, modifies, or limits the number of times unit owners are entitled to rent their units during any specified period.

ARTICLE XXIV GAMING

- SECTION 1. The Association may conduct bingo games as provided in F.S.849.0931.

ARTICLE XXV Recorded Copy and Amendments Record

- SECTION 1 Recorded Copy. A recorded copy of these By-Laws is on file in the Venture Three Inc. office and is recorded in the Original Records, Clerk of the Circuit Court of St. Lucie County, Florida.

Amendments to the By-Laws were Authorized and Approved by the Board of Directors of Venture Out at St. Lucie, Inc. on March 03, 1983, and,

Amendments to the By-Laws were Authorized and Approved by the Board of Directors of Venture Out at St. Lucie, Inc. on January 30, 2008, and,

Amendments to the By-Laws were Authorized and Approved by the Board of Directors of Venture Out at St. Lucie, Inc. on January 16, 2012, and,

Amendments to the By-Laws were Authorized and Approved by the Board of Directors of Venture Out at St. Lucie, Inc. on February 14, 2014, and

Amendments to the By-Laws were Authorized and Approved by the Board of Directors of Venture Out at St. Lucie, Inc. on November 16, 2015.

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VENTURE OUT AT ST. LUCIE, INC.

IN WITNESS WHEREOF, VENTURE OUT AT ST. LUCIE, INC., a Florida Corporation, has caused these presents to be signed in its name by its President and its corporate seal affixed, attested by its Secretary this

the _____ day of _____, 2015.

VENTURE OUT AT ST. LUCIE, INC.

BY: _____
President

ATTEST:

Secretary

**Venture Out at St. Lucie, Inc.,
A Condominium
The Amended By-Laws**

LIENS

Appendix A

to

By-Laws, Article XVII, Section 6

**As Amended
November 16, 2015**

Said By-Laws and Document Formats are as follows:³⁴

³⁴ Sections 1. Thru 1.D.1., Florida House Bill HB7037, Enrolled, effective 1July 2014, lines 96 thru 240

1. Liens & Required Document Formats

1.A A lien may not be filed by the Corporation against a condominium unit until 30 days after the date on which a notice of intent to file a lien has been delivered to the owner by registered or certified mail, return receipt requested, and by first-class United States mail to the owner at his or her last address as reflected in the records of the Corporation, if the address is within the United States, and delivered to the owner at the address of the unit if the owner's address as reflected in the records of the Corporation is not the unit address. If the address reflected in the records is outside the United States, sending the notice to that address and to the unit address by first-class United States mail is sufficient. Delivery of the notice shall be deemed given upon mailing as required herein. The notice must be in substantially the following form:

NOTICE OF INTENT TO RECORD A CLAIM OF LIEN

RE: Unit #(nnn) of Venture Three, Inc.

The following amounts are currently due on your account to Venture Three, Inc. and must be paid within 30 days after your receipt of this letter. This letter shall serve as the Corporation's notice of intent to record a Claim of Lien against your property no sooner than 30 days after your receipt or noted acceptable delivery of this letter, unless you pay in full the amounts set forth below:

Maintenance due (dates) \$.

Late fee, if applicable \$.

Interest through (dates)* \$.

Certified mail charges \$.

Other costs \$.

TOTAL OUTSTANDING \$.

*Interest accrues at the rate of 18.0 percent per annum.

1.B A release of lien must be in substantially the following form:

RELEASE OF LIEN

The undersigned lienor, in consideration of the final payment in the amount of \$(nnn.nn) , hereby waives and releases its lien and right to claim a lien for unpaid assessments through, (mmm dd, yyyy), recorded in the Official Records, Book (bbbb) at Page (pppp), of the public records of St. Lucie County, Florida, for the following described real property:

UNIT NO. (nnn) OF VENTURE THREE, INC., A CORPORATION NOT-

FOR-PROFIT AS SET FORTH IN THE BY-LAWS OF COORPORATION AND THE EXHIBITS ANNEXED THERETO AND FORMING A PART THEREOF, RECORDED IN OFFICIAL RECORDS BOOK (bbbb), PAGE (pppp), OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE ABOVE DESCRIPTION INCLUDES, BUT IS NOT LIMITED TO, ALL APPURTENANCES TO SAID UNIT ABOVE DESCRIBED, INCLUDING THE UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SAID COORPORATION.

(Signature of Authorized Agent)

(Print Name)

(Signature of Witness)

(Print Name)

(Signature of Witness)

(Print Name)

Sworn to (or affirmed) and subscribed before me this the (nth) day of (month), (year), by (name of person making statement), personally known to me, or having produced acceptable identification.

(Signature of Notary Public)

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

- 1.C The association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The association is entitled to recover its reasonable attorney fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments.

No foreclosure judgment may be entered until at least 30 days after the association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. The notice must be in substantially the following form:

DELINQUENT ASSESSMENT

This letter is to inform you a Claim of Lien has been filed against your property because you have not paid the (type of assessment) assessment Venture Three, Inc. The association intends to foreclose the lien and collect the unpaid amount within 30 days of this letter being provided to you.

You owe the interest accruing from (month/year) to the present. As of the date of this letter, the total amount due with interest is \$(nnn.nn). All costs of any action and interest from this day forward will also be charged to your account.

Any questions concerning this matter should be directed to (insert name), Property Manager, Venture Three, Inc., 10701 S Ocean Drive, Jensen Beach, Florida 34957. Telephone: 772-229-2333.

- 1.C.1. If this notice is not given at least 30 days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Corporation shall not recover attorney fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified or registered mail, return receipt requested, addressed to the unit owner at his or her last known address; and, upon such mailing, the notice shall be deemed to have been given, and the court shall proceed with the foreclosure action and may award attorney fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a notice of contest of lien as provided herein. The notice requirements herein do not apply if an action to foreclose a mortgage on the condominium unit is pending before any court; if the rights of the Corporation would be affected by such foreclosure; and if actual, constructive, or substitute service of process has been made on the unit owner.
 - 1.C.2. If the unit owner remains in possession of the unit after a foreclosure judgment has been entered, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit. If the unit is rented or leased during the pendency of the foreclosure action, the Corporation is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action.
 - 1.C.3. The Corporation has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.
 - 1.C.4. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.
 - 1.C.5. A unit owner may not be excused from payment of the unit owner's share of common expenses unless all other unit owners are likewise proportionately excluded from payment.
- 1.D.A unit owner or the unit owner's agent or attorney may require the association to enforce a recorded claim of lien against his or her condominium parcel by recording a

notice in substantially the following form,:

NOTICE OF CONTEST OF LIEN

TO: Venture Three, Inc., 10701 S Ocean Drive, Jensen Beach, Florida 34957

You are notified that the undersigned contests the claim of lien filed by you on (mmm), (dd) (yyyy), and recorded in Official Records Book (bbbb) at Page (pppp) of the public records of St. Lucie County, Florida, and that the time within which you may file suit to enforce your lien is limited to 90 days from the date of service of this notice. Executed this the (nth) day of (mmm), (yyyy).

Signed: (Owner or Attorney)

- 1.D.1. After notice of contest of lien has been recorded, the clerk of the circuit court shall mail a copy of the recorded notice to the association by certified mail, return receipt requested, at the address shown in the claim of lien or most recent amendment to it and shall certify to the service on the face of the notice. Service is complete upon mailing. After service, the association has 90 days in which to file an action to enforce the lien; and, if the action is not filed within the 90-day period, the lien is void. However, the 90-day period shall be extended for any length of time during which the association is prevented from filing its action because of an automatic stay resulting from the filing of a bankruptcy petition by the unit owner or by any other person claiming an interest in the parcel.