

Prepared by:
Diane Kelly Cotroneo, Esq.
Goede, Adamczyk, DeBoest & Cross, PLLC
6609 Willow Park Drive, Second Floor
Naples, Florida 34109

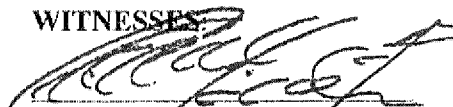
**CERTIFICATE OF RECORDING
OF THE
RESTATED ARTICLES OF INCORPORATION AND BYLAWS
OF
BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED, being the duly elected President of Bay Harbor Club of Bonita Beach Condominium Association, Inc., a Florida not for profit corporation, does hereby certify that the Restated Articles of Incorporation and Restated Bylaws of Bay Harbor Club of Bonita Beach Condominium Association, Inc., attached hereto as Exhibit "A," were adopted at a meeting of the Board of Directors on the 17th day of August, 2020, with notice as required by Florida law. The Restated Articles of Incorporation and Restated Bylaws attached hereto as Exhibit "A" are intended to incorporate all previous amendments to the Articles of Incorporation and the Bylaws previously recorded in the Public Records of Lee County, Florida.

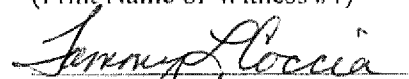
The original Articles of Incorporation of Bay Harbor Club of Bonita Beach Condominium Association, Inc., (Exhibit F to the original Declaration of Condominium for Bay Harbor Club, a Condominium, of Bay Harbor Club of Bonita Beach Condominium Association, Inc.), the original Bylaws of Bay Harbor Club of Bonita Beach Condominium Association, Inc., (Exhibit G to the original Declaration of Condominium for Bay Harbor Club, a Condominium, of Bay Harbor Club of Bonita Beach Condominium Association, Inc.), the original Declaration of Condominium for Bay Harbor Club, a Condominium, of Bay Harbor Club of Bonita Beach Condominium Association, Inc., and the legal description of the Lee County, Florida real property encumbered by the Declaration of Condominium were recorded in Official Records Book 1696, at Page 227 *et. seq.*, of the Public Records of Lee County, Florida, as amended from time to time.

**BAY HARBOR CLUB OF BONITA BEACH
CONDOMINIUM ASSOCIATION, INC.,**
A Florida not for profit corporation

WITNESSES

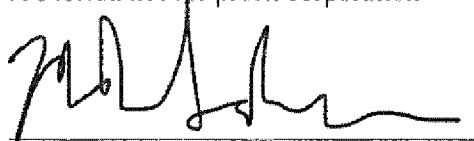

(Signature of Witness #1)

R. MIDDLETON
(Print Name of Witness #1)


(Signature of Witness #2)

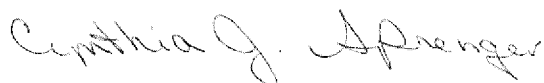
Tammy L. Coccia
(Print Name of Witness #2)

STATE OF FLORIDA
COUNTY OF LEE



By: Mark Gordon
Title: President

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 18th day of August, 2020, by Mark Gordon, as President of Bay Harbor Club of Bonita Beach Condominium Association, Inc., a Florida





CYNTHIA J. SPRENGER
Commission # GG 205963
Expires July 11, 2022
Bonded Thru Budget Notary Services

ARTICLES OF INCORPORATION
OF
BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC.
(A NONPROFIT FLORIDA CORPORATION)
RESTATED August 17, 2020

ARTICLE I.

The name of this corporation is **BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC.**

ARTICLE II.

The purpose for which this corporation is organized is to act as the governing association of Bay Harbor Club, A Condominium located at Bonita Springs, Lee County, Florida.

ARTICLE III.

The qualification of members of this corporation shall be ownership of a condominium unit in Bay Harbor Club, A Condominium and admission shall be automatic upon securing title to said condominium unit.

ARTICLE IV.

This corporation shall exist perpetually.

ARTICLE V.

The names and residences of the subscribers and directors to these Articles of Incorporation are as follows:

NEIL A. ABRAHAMSON	25791 Hickory Blvd., S.W. Bonita Springs, Fla. 33923
JOSEPH VICTOR	P. O. Box 955 Cuyahoga Falls, Ohio 44319
JERE DUTT	4567 Rex Lake Drive Akron, Ohio 44319

ARTICLE VI.

The affairs of this corporation are to be managed by a Board Directors, the number of which and eligibility being determined by the Bylaws.

ARTICLE VII.

The names of the Officers who are to serve until the first election or appointment under the Articles of Incorporation are:

NEIL A. ABRAHAMSON	President
JOSEPH VICTOR	Vice President
JERE DUTT	Secretary/Treasurer

ARTICLE VIII.

The By-Laws of this corporation are to be made, altered, amended or rescinded by a majority vote of the members and Directors of this corporation.

ARTICLE IX.

Amendments to the Articles of Incorporation may be proposed and adopted at any regular or specially called meeting of the members of this corporation or any annual meeting of this corporation.

ARTICLE X.

Each unit in the condominium shall have one (1) full vote, which vote shall be cast by a designated owner as provided for in the Declaration of Condominium.

ARTICLE XI.

This corporation reserves the right to amend or repeal any provisions contained" in these Articles of Incorporation.

ARTICLE XII.

This corporation shall have all the powers permitted by law together with such additional specific powers as are contained in the Declaration and By-Laws.

ARTICLE XIII.

No part of the net earnings of this corporation shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance, or case of this corporation's property or through the rebate of the excess membership dues, fees, or assessments.

IN WITNESS WHEREOF, the undersigned subscribers have executed the Articles of Incorporation 24th day of October, 1983.

NEIL A. ABRAHAMSON

JOSEPH VICTOR

JERE DUTT

STATE OF FLORIDA

COUNTY OF LEE

BEFORE ME, the undersigned, a Notary Public authorized to take acknowledgments in the State and County aforesaid, personally appeared NEIL A. ABRAHAMSON, JOSEPH VICTOR and JERE DUTT, known to me to be the persons who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed those Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and seal this 24th day of October, 1983.

Richard J. Glueckert
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INSURANCE UND
MY COMMISSION EXPIRES JULY 1, 19__

BY-LAWS OF
BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC.
RESTATED August 17, 2020

1. IDENTITY - These are the By-Laws of Bay Harbor Club of Bonita Beach Condominium Association, Inc., a non-profit Florida corporation formed for the purpose of administering Bay Harbor Club, A Condominium, which is located in Lee County, Florida, upon the lands described in the Declaration of Condominium. (The corporation shall hereafter be referred to as the Association).

(.1) OFFICE - The office of the Association shall be at the Condominium.

(.2) FISCAL YEAR - The fiscal year of the Association shall be the calendar year.

(.3) SEAL - The seal of the Association shall bear the name of the Association, the word "Florida", and the year of establishment.

2. MEMBERS' MEETINGS

(.1) ANNUAL MEMBERS' MEETINGS shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors, at such hour and upon such date each year as may be determined by the Board, for the purpose of electing Directors and of transacting business authorized to be transacted by the members.

(.2) SPECIAL MEMBERS' MEETINGS shall be held whenever called by the President, Vice-President, or by a majority of the Board of Directors, and when called by written notice from ten (10%) percent of the entire membership. As to the meeting required when unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the meeting may be called and notice given by any unit owner if the Association fails to do so.

(.3) NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be sent to each unit owner by United States mail or electronic mail to those owners consenting to receive notice by electronic mail at least fourteen (14) days prior to the annual meeting. A post office certificate of mailing shall be obtained and retained as proof of such mailing. Written notice of the

meeting shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting.

The Board of Administration shall also mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered.

Notice of a special meeting called by the Board at the written request of ten (10%) percent of the owners because of a budget which exceeds 115% of that of the preceding year requires not less than ten (10) days' written notice to each unit owner.

Notice of other special meetings not covered above shall be in writing and mailed to each member first class, postage pre-paid, or by electronic mail to those owners consenting to receive notice by electronic mail, not less ten (10) days prior to the meeting. However, unit owners may waive notice of specific meetings where it is in the best interest of the condominium to do so.

All notice of meetings shall state clearly and particularly the purpose or purposes of the meeting.

(.4) A QUORUM at members' meetings shall consist of persons entitled to cast at least forty percent (40%) of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. Decisions made by owners of a majority of the units represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except an amendment to the condominium documents or such other decision as may by law or said documents require a larger percentage in which case the percentage required in the documents or law shall govern.

(.5) EACH UNIT shall have one indivisible vote, and the vote of the owners of a unit owned by more than one person (except husband and wife either of whom may cast the vote) or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. The certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such unit shall not be considered in determining the requirement for a quorum nor for any other purpose.

(.6) PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing,

signed and dated and shall be valid only for the particular meeting designated therein as well as any lawful adjournments thereof as provided for in section 2.8 below and must be filed with the Association before or at the appointed time of the meetings. In no event shall a proxy be valid for more than ninety (90) days from the scheduled meeting date.

(.7) APPROVAL OR DISAPPROVAL of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(.8) ADJOURNED MEETINGS - Any duly called meeting of the Members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.

(.9) THE ORDER OF BUSINESS AT ANNUAL MEMBERS' MEETINGS, and, as far as applicable at all other members' meetings, shall be:

- (a) Election of Chairman of the meeting, unless the President or Vice-President of the Association is present then he (or she) shall reside.
- (b) Call of the roll and certifying of proxies.
- (c) Proof of Notice of meeting or waiver of notice.
- (d) Reading and disposing of any unapproved minutes.
- (e) Reports of Directors.
- (f) Reports of Committees.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

3. BOARD OF DIRECTORS

(.1) MEMBERSHIP -The affairs of the Association shall be managed by a Board of seven (7) Directors. Directors must be members of the Association or a spouse of a member. In the case of a unit owned by a corporation, any officer is eligible for election to the Board of Directors. If a unit is owned by a partnership, any partner is eligible to be a Director. If a unit is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners is eligible to be elected to the Board of Directors. Irrespective of ownership, each Unit shall only be permitted to have one (1) of its eligible Owners serving on the Board at a particular time.

(.2) DESIGNATION OF DIRECTORS shall be in the following manner:

(a) Members of the Board of Directors shall be elected at the annual meeting of the members of the Association or at a special meeting called for that purpose.

(b) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors.

(c) Any Director may be removed with or without cause by concurrence of a majority of the members of the Association, either by written agreement or at a special meeting of the members called for that purpose either by a majority of the Board of Directors or by ten (10%) percent of the members. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(.3) THE TERM OF EACH DIRECTOR'S SERVICE shall be two (2) years and shall extend until the next annual meeting until his or her successor is duly elected and qualified or until removed in the manner elsewhere provided. At the 2021 annual meeting, the Association shall continue its staggered term structure and elect four (4) Directors. At the 2022 annual meeting, the Association shall elect three (3) Directors.

(.4) THE ORGANIZATION MEETING of the newly elected Board of Directors shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present.

(.5) REGULAR MEETINGS OF THE BOARD OF DIRECTORS may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but not less than quarterly. Notice of regular meetings shall be given to each Director personally or by mail or

electronic mail, at least forty-eight (48) hours prior to the day named for such meeting.

(.6) 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 Directors. Not less than fourteen (14) days' notice of the meeting shall be given personally or by mail or electronic mail, which notice shall state the time, place and purpose of the meeting, except in an emergency.

(.7) WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(.8) MEETINGS OF THE BOARD OF DIRECTORS shall be open to all unit owners to attend and listen and to be heard and participate as provided for by law and notice of meetings shall be posted conspicuously on the condominium property forty-eight (48) hours in advance for the attention of unit owners except in an emergency.

(.9) A QUORUM AT DIRECTORS' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

(.10) THE PRESIDING OFFICER at Directors' meeting shall be the President of the Board if such an officer has been elected; and if none, then the Vice-President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

(.11) DIRECTORS SHALL SERVE WITHOUT PAY, but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS - All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, and these By-Laws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include but shall not be limited to the following:

(.1) TO MAKE AND COLLECT ASSESSMENTS AGAINST members to defray the costs of the condominium.

(.2) TO MAKE AND COLLECT ASSESSMENTS AGAINST members who own boat slips to defray the costs and expenses of the operation and maintenance thereof.

(.3) TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

(.4) THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the condominium property.

(.5) THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY and the further improvement of the property.

(.6) TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS in the manner provided by the Condominium Declaration.

(.7) TO ENFORCE by legal means the provisions of applicable laws, the condominium documents, the By-Laws of the Association, and the regulations for the use of the property in the condominium and to adjudicate penalties and fines as against unit owners for violation of the By-Laws and the Rules and Regulations as promulgated by the Board of Directors as set forth in Article 10 of the Declaration of Condominium.

(.8) TO CONTRACT FOR MANAGEMENT of the condominium.

(.9) TO PAY TAXES AND ASSESSMENTS which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the unit subject to such liens.

(.10) TO CARRY INSURANCE for the protection of the unit owners and the Association against casualty and liabilities.

(.11) TO PAY THE COST OF ALL POWER, WATER, SEWER and other utility services rendered to the condominium and not billed to owners of individual units.

(.12) TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seems appropriate for proper administration of the purposes of the Association.

(.13) TO BRING SUIT, EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to own, convey and encumber real and personal property.

5. OFFICERS

(.1) THE EXECUTIVE OFFICERS of the Association shall be the President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary.

(.2) THE PRESIDENT shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation.

(.3) THE VICE-PRESIDENT shall in the absence or disability of the President exercise the powers, and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(.4) THE SECRETARY shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

(.5) THE TREASURER shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of the Treasurer of a corporation.

(.6) THE COMPENSATION of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the condominium.

6. MINUTES OF ALL MEETINGS OF UNIT OWNERS and of the Board of Directors shall be kept in a businesslike manner and these plus records of all receipts and expenditures and all other

records shall be available for inspection by unit owners and Board members at all reasonable times.

7. FISCAL MANAGEMENT shall be in accordance with the following provisions:

(.1) BUDGET –

(a) A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the condominium including insurance, management fees, if any, and which shall accrue a reserve for deferred replacement maintenance and depreciation, unless waived annually by a majority vote. It will contain a reasonable allowance for contingencies, and provide funds for all unpaid operating expense previously incurred.

(b) A copy of the proposed annual budget shall be mailed to the unit owners not less than thirty (30) days prior to a meeting of the owners at which the budget will be considered together with a notice of the meeting. Should a quorum fail to be present or represented at the meeting or fail to adopt the budget presented or a revised budget, then and in that event the Directors shall have the authority to adopt a budget.

(c) The first budget shall be made by the Association.

(.2) ASSESSMENTS -The shares of the unit owners of the common expenses shall be made payable quarterly in advance and shall become due on the first day of each quarter. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

(.3) EMERGENCY ASSESSMENTS - Assessments for the expenses of emergencies which cannot be paid from the contingency account shall be made only by the Board of Directors and the time of payment shall likewise be determined by-them.

(.4) ASSESSMENT ROLL - The assessments for common expenses according to the budget shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, the assessments paid and unpaid. A certificate made by a duly authorized representative of the Directors as to the status of a unit's account may be relied upon for all purposes for any person for whom made other than the unit owner.

(.5) LIABILITY FOR ASSESSMENTS - A unit owner shall be liable for all Assessments, including any interest, late fees, attorneys' fees, costs, fines and administrative costs coming due while he is the owner of a unit, and such owner and his grantees after a voluntary conveyance, shall be jointly and severally liable for all unpaid assessments, interest, late fees, attorneys' fees, costs, fines and administrative costs due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by a waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made, per Florida statute 718.116.

(.6) LIEN FOR ASSESSMENTS - The unpaid portion of an assessment which is due together with interest thereon and reasonable attorney's fees for collection, shall be secured by a lien upon:

(a) THE UNIT, and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirement of Florida Statute 718.116. The Association's lien for unpaid assessments shall relate back to the recording of the original Declaration of Condominium but shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the least extent required by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by law. Any lease of a Unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

(b) ALL TANGIBLE PERSONAL property located in the unit except that such lien shall be subordinate to prior liens and security interests of record.

(c) COLLECTION:

(i) INTEREST: APPLICATION OF PAYMENTS - Assessments paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not paid on or before fifteen (15) days shall bear interest at the highest rate allowed by law from the date due until paid plus a late charge to the extent permitted by law. All payments upon account shall be first applied to interest and the late charge then to attorneys' fees and costs, then to the assessment payment first due. All interest and late charge collected shall be credited to the common expense account.

(ii) SUIT - The Association, at its option, may enforce collection of delinquent

assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon and late charges, and all costs incident to the collection and the proceedings, including reasonable attorney's fees.

(.7) ACCOUNTS - All sums collected from assessments may be commingled in a single fund, but they shall be held in trust for the unit owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. These accounts shall be as follows:

(a) COMMON EXPENSE ACCOUNT - to which shall be credited collections of assessments for all common expenses.

(b) ALTERATION AND IMPROVEMENT ACCOUNT - to which shall be credited all sums collected for alteration and improvement assessments, if any.

(c) CONTINGENCY ACCOUNT - to which shall be credited all sums collected for contingencies and emergencies.

(.8) THE DEPOSITORY of the Association shall be such bank or banks in Florida as shall be designated from time to time by the Directors and in which the monies from such accounts shall be withdrawn only by checks signed by such persons as are authorized by the Directors. Reserve accounts, however, may be placed in money market certificates or daily cash reserve accounts with stock brokers to earn higher interest.

(.9) FINANCIAL STATEMENTS shall be prepared and completed, or caused to be completed, by the Association within 90 days after the end of the fiscal year. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall 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.

(.10) FIDELITY BONDS shall be required by the Board of Directors from all officers and directors of the Association who control or disburse Association funds. The amount of such bonds

shall be determined by the Directors. The premiums of such bonds shall be paid by the Association

8. PARLIAMENTARY RULES - Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the By-Laws of the Association or with the Laws of the State of Florida.

9. AMENDMENTS - Amendments to the By-Laws shall be proposed in the following manner:

(.1) NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(.2) A RESOLUTION adopting a proposed amendment must receive approval of a majority of the votes of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing.

(.3) INITIATION - An amendment may be proposed by either a majority of the Board of Directors or by ten percent (10%) of the membership of the Association.

(.4) EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded according to law.

(.5) THESE BY-LAWS shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, or the Condominium Act.

(.6) PROPOSAL TO AMEND EXISTING BY-LAWS shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW # _____ FOR PRESENT TEXT".

10. WEIGHT OF VOTES cast by members of the Association shall be one vote for each unit.

11. IN THE EVENT THE DIRECTORS DEEM IT NECESSARY TO do so, they and the owners may act by written agreement without meetings, which written agreement may be executed in counterparts.

The foregoing was adopted as the By-Laws of BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC., at the first meeting of the Board of Directors .