

**SECOND NOTICE OF ANNUAL MEETING
AND ELECTION OF DIRECTORS
OF POLYNESIAN ASSOCIATION, INC.**

TO ALL MEMBERS:

On **Saturday, February 18, 2023, at 9:30 AM, at 6201 Midnight Pass Rd, Sarasota, FL 34242**, the Annual Meeting of the Association will be held for the purpose of electing Directors, and such other business as may lawfully be conducted. The Board has passed a Resolution authorizing electronic voting. Members who have consented to vote online will be able to do so by following the online voting instructions provided herein. The agenda for the Annual Meeting is:

1. Call of the roll and certifying of proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading and disposition of unapproved minutes.
4. Reports of officers.
5. Reports of committees.
6. Election of inspectors of election.
7. Election of directors.
8. Unfinished business.
9. New business.
 - Vote on Rollover of Excess Funds
 - Vote on Proposed Amended and Restated Documents
10. Adjournment.

A **majority** of the voting interests (a "quorum") must be present, in person or by proxy, at the meeting, in order for the business to be conducted, excluding election of Directors. No quorum is necessary for the election of Directors; however, at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election. It is therefore **VERY IMPORTANT** that you either **attend** or **provide a Limited Proxy/Meeting Ballot** or vote online in order to conduct business other than the election of Directors.

Enclosed with this Notice is a ballot for the election of Directors, as well as timely submitted Information Sheets, prepared by the candidates for the Board, who are solely responsible for their contents. The Association is transmitting this information in accordance with the requirements of Florida Law; however, the Association is not in a position to verify the accuracy of the information or statements contained therein and disclaims any responsibility for the information contained within the Information Statements.

Instructions for Marking and Returning Ballot for Directors. **FORGERY OF A BALLOT USED IN AN ELECTION IS A CRIME PUNISHABLE AS A THIRD-DEGREE FELONY.**

1. The enclosed ballot lists all candidates who are qualified to run for the Board. There will be **three (3)** Directors elected. Please vote for no more than **three (3)** candidates by marking the ballot with an "X" on the box next to the candidate's name.
2. The ballot must be placed and sealed in the ballot envelope. The ballot envelope must then be placed and sealed in the envelope addressed to the Association and mailed to the Association's mailing address.

3. You must fill in the unit information on the outside of the envelope addressed to the Association and have the owner or voting member appointed on the Certificate Appointing Voting Member sign his/her name.

4. The ballot must be received by the Association no later than **Saturday, February 18, 2023.**

5. If you are going to attend the Annual Meeting, you may cast your ballot at the meeting. Ballots will be available at the meeting.

6. Alternatively, if you have consented to online voting by providing a written consent to the Association you may vote online at www.BeckerBALLOT.com using the instructions included with the notice of this meeting.

VOTING BY LIMITED PROXY/MEETING BALLOT

If you attend the Annual Meeting and wish to vote on items on the agenda, the enclosed Limited Proxy/Meeting Ballot shall act as your Ballot. However, if you are unable to attend the Annual Meeting and wish to vote by proxy, the Limited Proxy/Meeting Ballot will act as your limited proxy. In that regard, please note the following:

1. A **limited proxy** is for the purpose of appointing **another person** to vote for you as you specifically direct (except for non-substantive items) in the event that you might not be able to attend the meeting. It must be signed by the person authorized to cast the vote for the unit. Please note that you cannot vote for Directors by proxy. If you intend to vote for Directors and do not attend the Annual Meeting, **you must vote by use of the enclosed Election Ballot.**

2. The proxy must be submitted to the Association **prior to the scheduled time of the meeting.** It can be sent via hand-delivery to the Management Office, via mail addressed to the Association's mailing address at: **2477 Stickney Point Rd, Suite 118A, Sarasota FL 34231**, via e-mail to: kayla.charles@argusmgmt.com, or via facsimile to: **941-927-6767**. It is encouraged that the proxy be submitted as long before the meeting as possible, in order to avoid delay in registration.

3. If you appoint a proxy and later decide you will be able to attend the meeting in person, you may **withdraw** your proxy when you register at the meeting.

4. A proxy may be **revoked** in writing or **superseded** by a later proxy to another person. It may also be **assigned** (substituted) by the person designated on the proxy to a third person if the person you designate as proxy decides that he or she will be unable to attend the meeting.

5. A **Limited Proxy/Meeting Ballot** form is enclosed with this notice for your use, if needed. Alternatively, if you have consented to online voting by providing a written consent to the Association you may vote online at www.BeckerBALLOT.com using the instructions included with the notice of this meeting.

Please be sure to mail in your proxy and your ballot, unless you plan to attend the Annual Meeting to cast your votes in person, or vote online. **DO NOT PLACE YOUR PROXY INSIDE THE BALLOT ENVELOPE AS THIS MAY COMPROMISE THE SECRECY OF YOUR BALLOT IN THE**

ELECTION.

Immediately following the Annual Meeting, the organizational meeting of the Board of Directors will be held for the purpose of electing officers of the Association and such other business as may lawfully be conducted. The agenda for the Board Meeting is as follows:

1. Certifying quorum - Call to Order.
2. Proof of Notice of Meeting.
3. New Business
 - Elect Officers.
4. Adjournment.

Dated: _____

BY ORDER OF THE BOARD OF DIRECTORS

Carol Quatrone, Secretary

POLYNESIAN ASSOCIATION, INC.
LIMITED PROXY

The undersigned hereby appoints _____, or, if I have filled in no name or in that person's absence, hereby appoints Corinne Templin, the President of the Association, on behalf of the Board of Directors, with full power of substitution, to vote in my place as if I was present, for the purpose of establishing a quorum and as otherwise allowed by law, at the Annual Meeting of Polynesian Association, Inc. to be held **Saturday, February 18, 2023 at 9:30 a.m./p.m. at Polynesian Gardens Clubhouse located at 6201 Midnight Pass Road, Sarasota, FL 34242.** I authorize my proxy to use his or her best judgment to vote and act for me to the same extent as I would if personally present on all other matters which properly come before the meeting and for which a general power may be used, with full power of written substitution, except that my proxy holder's authority is limited as indicated below:

LIMITED POWERS (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUE, YOU **MUST** INDICATE YOUR PREFERENCE IN THE BOXES PROVIDED BELOW).

I SPECIFICALLY AUTHORIZE AND HEREBY INSTRUCT MY PROXY HOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTER AS INDICATED BELOW:

ROLLOVER OF EXCESS FUNDS: Should the operating account surplus be applied to reduce the budget to avoid having that surplus taxed by the IRS.

☐ **YES, FOR**

☐ **NO, AGAINST**

PROPOSED AMENDED AND RESTATED DOCUMENTS: Should the membership adopt the Amended and Restated Declaration of Condominium, the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of the Association as proposed (herein collectively "amended and restated documents")?

☐ **YES, FOR** approving the amended and restated documents

☐ **NO, AGAINST** approving the amended and restated documents

Unit Number: _____

UNIT OWNERS (or all owners of the unit or that owner designated on the Voting Certificate, if applicable)

Name (print) _____

Signed _____

Name (print) _____

Signed _____

THIS PROXY IS REVOCABLE BY THE UNIT OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THIS PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.

POLYNESIAN ASSOCIATION, INC.

BALLOT FOR ELECTING DIRECTORS

SATURDAY, FEBRUARY 18, 2023

9:30 AM

The following (in alphabetical order) have had their names placed into nomination. Vote for no more than **three (3)** candidates. **If you vote for more than three (3) candidates, your ballot will be invalid.**

- _____ Brito, Jonathan
- _____ Cuomo, Kyla
- _____ DeMatteis, James
- _____ Kelt, Linda
- _____ Kiss, Joseph
- _____ Quatrone, Carol

**NOTICE OF INTENT TO BE A CANDIDATE
FOR THE BOARD OF DIRECTORS
OF POLYNESIAN GARDENS ASSOCIATION, INC.**

I, (print name) Jonathan Brito, hereby place my name in nomination as a candidate for the Board of Directors. I understand that I am responsible for the timely delivery of this Notice of Intent. I (circle one) am/am not enclosing an Information Sheet about myself. I understand that I am responsible for the accuracy of the information contained in the Information Sheet.

Unit No: 1260

Date: January 8, 2023 SIGNATURE: Jonathan Brito

PLEASE NOTE: UNDER THE AMENDED PROVISIONS OF THE CONDOMINIUM ACT, YOU WILL NOT BE ELIGIBLE FOR BOARD MEMBERSHIP IF ANY OF THE FOLLOWING APPLY:

I. IN A CONDOMINIUM WITH MORE THAN 10 UNITS, IF YOU AND A CO-OWNER OF YOUR UNIT WOULD SERVE ON THE BOARD AT THE SAME TIME, UNLESS YOU 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;

II. YOU WERE A DIRECTOR WHO WAS SUSPENDED OR REMOVED BY THE DIVISION AND SUCH SUSPENSION OR REMOVAL TIME PERIOD IS STILL IN EFFECT ON JANUARY 10, 2023;

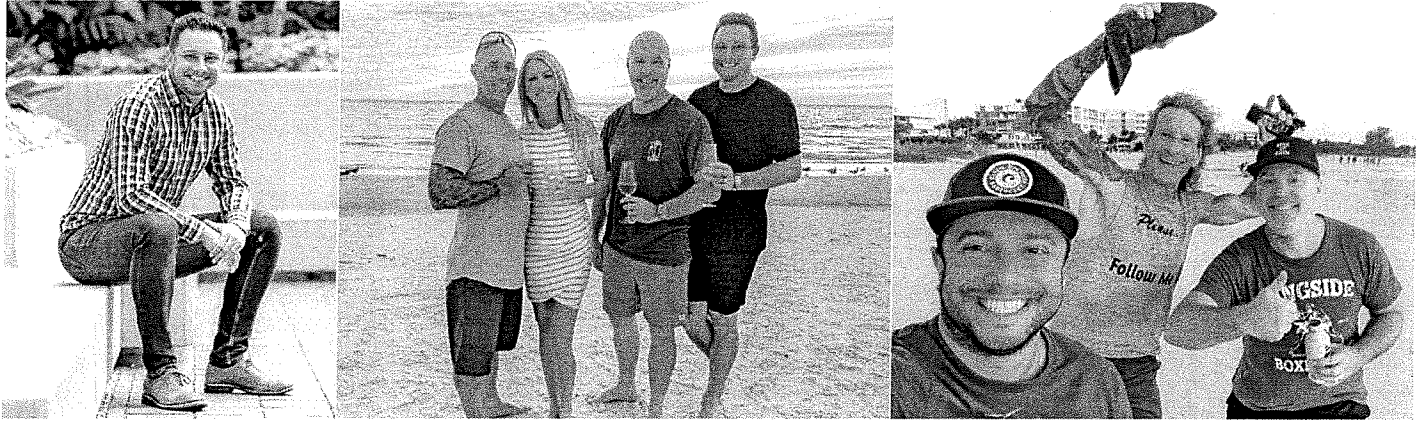
III. ON JANUARY 10, 2023, YOU ARE DELINQUENT IN THE PAYMENT OF ANY REGULAR OR SPECIAL ASSESSMENT OWED TO THE ASSOCIATION;

IV. YOU WERE CONVICTED OF A FELONY IN FLORIDA OR CONVICTED OF AN OFFENSE IN ANOTHER JURISDICTION THAT WOULD BE CONSIDERED A FELONY IN FLORIDA (UNLESS YOUR CIVIL RIGHTS HAVE BEEN RESTORED FOR AT LEAST FIVE YEARS AS OF JANUARY 10, 2023;

V. YOU ARE A DIRECTOR CHARGED WITH A FELONY THEFT OR EMBEZZLEMENT OFFENSE INVOLVING THE ASSOCIATION'S FUNDS OR PROPERTY AND SUCH CRIMINAL CHARGE IS PENDING AS OF JANUARY 10, 2023; AND/OR

VI. YOU HAVE A CRIMINAL CHARGE PENDING INVOLVING FORGERY OF A BALLOT ENVELOPE OR VOTING CERTIFICATE USED IN A CONDOMINIUM ASSOCIATION ELECTION, THEFT OR EMBEZZLEMENT OF FUNDS OF A CONDOMINIUM ASSOCIATION, OR THE DESTRUCTION OF OR REFUSAL TO ALLOW INSPECTION OR COPYING OF AN OFFICIAL RECORD THAT IS ACCESSIBLE TO OWNERS IN FURTHERANCE OF ANY CRIME.

Jonathan Brito



Hello Neighbors! I am Jonathan Brito and I'm running for the Polynesian Gardens Board. After spending February and March of 2021 in Sarasota, we fell in love with Siesta Key. In our search for our future retirement home, Jared and I explored many neighborhoods and associations on the island and luckily stumbled upon Polynesian Gardens. Polynesian Gardens was by far the most majestic and unique with its independent villas, winding roads, lush landscapes, community amenities, and amazing location on Siesta Key.

In May 2021, we became the new owners of 1260 Moonmist Circle, our home away from home. I have a long-term interest in Polynesian Gardens and I am looking to join the board to help ensure we maintain both its beauty and our investments, for years to come.

In my professional career, I am employed as a manager of financial risk and compliance for a startup. I hold an MBA with two industry-leading security and auditing certifications. My expertise lies in vendor management, including insurance and contract management. Although I am not a full-time resident of Polynesian Gardens, I work 100% remotely so I am experienced in effectively managing processes without always being there in person.

If I am elected to join the board, I would have three primary initiatives:

1. **Improve communication to help foster community trust and involvement** by ensuring our contact lists are up-to-date so owners of Polynesian Gardens have an equal opportunity to be informed. This will include using technology such as a shared Polynesian Gardens Board email address and a Constant Contact email list of all association members.
2. **Evaluate vendor roles and responsibilities. Hold them accountable. Manage expenses.** Determine whether alternative vendors need to be sought for similar or improved services. This would include managing, mitigating, and **negotiating expenses**, whenever possible.
3. **Foster a collaborative environment for community betterment.** Implement a process for community members to make more informed recommendations, to better investigate ideas collectively, and expand community outreach and involvement.

Thank you,

Jonathan Brito
Jonathan.A.Brito@gmail.com

NOTICE OF INTENT TO BE A CANDIDATE
FOR THE BOARD OF DIRECTORS
OF POLYNESIAN GARDENS ASSOCIATION, INC.

I, (print name) Kyla Cwomo, hereby place my name in nomination as a candidate for the Board of Directors. I understand that I am responsible for the timely delivery of this Notice of Intent. I (circle one) am ~~am not~~ enclosing an Information Sheet about myself. I understand that I am responsible for the accuracy of the information contained in the Information Sheet.

Unit No: 1208 M-7

Date: 1-9-23 SIGNATURE: Kyla Cwomo

PLEASE NOTE: UNDER THE AMENDED PROVISIONS OF THE CONDOMINIUM ACT, YOU WILL NOT BE ELIGIBLE FOR BOARD MEMBERSHIP IF ANY OF THE FOLLOWING APPLY:

I. IN A CONDOMINIUM WITH MORE THAN 10 UNITS, IF YOU AND A CO-OWNER OF YOUR UNIT WOULD SERVE ON THE BOARD AT THE SAME TIME, UNLESS YOU 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;

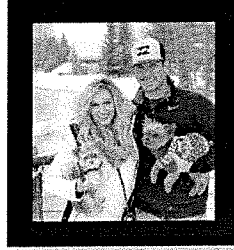
II. YOU WERE A DIRECTOR WHO WAS SUSPENDED OR REMOVED BY THE DIVISION AND SUCH SUSPENSION OR REMOVAL TIME PERIOD IS STILL IN EFFECT ON JANUARY 10, 2023;

III. ON JANUARY 10, 2023, YOU ARE DELINQUENT IN THE PAYMENT OF ANY REGULAR OR SPECIAL ASSESSMENT OWED TO THE ASSOCIATION;

IV. YOU WERE CONVICTED OF A FELONY IN FLORIDA OR CONVICTED OF AN OFFENSE IN ANOTHER JURISDICTION THAT WOULD BE CONSIDERED A FELONY IN FLORIDA (UNLESS YOUR CIVIL RIGHTS HAVE BEEN RESTORED FOR AT LEAST FIVE YEARS AS OF JANUARY 10, 2023;

V. YOU ARE A DIRECTOR CHARGED WITH A FELONY THEFT OR EMBEZZLEMENT OFFENSE INVOLVING THE ASSOCIATION'S FUNDS OR PROPERTY AND SUCH CRIMINAL CHARGE IS PENDING AS OF JANUARY 10, 2023; AND/OR

VI. YOU HAVE A CRIMINAL CHARGE PENDING INVOLVING FORGERY OF A BALLOT ENVELOPE OR VOTING CERTIFICATE USED IN A CONDOMINIUM ASSOCIATION ELECTION, THEFT OR EMBEZZLEMENT OF FUNDS OF A CONDOMINIUM ASSOCIATION, OR THE DESTRUCTION OF OR REFUSAL TO ALLOW INSPECTION OR COPYING OF AN OFFICIAL RECORD THAT IS ACCESSIBLE TO OWNERS IN FURTHERANCE OF ANY CRIME.



Kyla Cuomo

Greetings PG Homeowners Association Members,

My name is Kyla Cuomo and I'm excited to announce my candidacy for a position on the Polynesian Gardens HOA Board of Directors. I'm looking forward to working collaboratively with other board members and volunteers as well as the management team to continuously make PG HOA a great place to live in.

For those of you who don't know me, I have lived in PG for less than a year and have thoroughly enjoyed my time here. I have a loving spouse Chad, who I have been married to for 7 years, and 2 beautiful yorkies Rex and Owen. In my spare time, I manage the 3 properties my husband and I own and understand the necessity to have flexibility to rent your home while also maintaining the same quality of life for residents.

I believe my professional background in hospital sales and 10 years of working for Azurity make me the best candidate for the job. My greatest strengths are in building relationships and communication. With my husband's property management experience, we can help the community achieve its goals. We have lived in AZ our whole lives and have always wanted to end up in Siesta Key. Since we are finally in our dream location, we want to contribute anyway possible.

These are my initial goals for the community:

Enhance **communication** between the board and residents.

Eliminate overspending by implementing thorough bid research, **budgeting**, and oversight.

If you are willing to trust me with this important role, I will do everything I can to meet our shared goals. Please vote for me in the next PG HOA Board of Directors election! Thank you!

Your friend and neighbor,
Kyla Cuomo
Kyla.Cuomo@gmail.com

**NOTICE OF INTENT TO BE A CANDIDATE
FOR THE BOARD OF DIRECTORS
OF POLYNESIAN GARDENS ASSOCIATION, INC.**

I, (print name) James R. Dematteis, hereby place my name in nomination as a candidate for the Board of Directors. I understand that I am responsible for the timely delivery of this Notice of Intent. I (circle one) am/am not enclosing an Information Sheet about myself. I understand that I am responsible for the accuracy of the information contained in the Information Sheet.

Unit No: 1107

Date: January 7, 2022 SIGNATURE: 

PLEASE NOTE: UNDER THE AMENDED PROVISIONS OF THE CONDOMINIUM ACT, YOU WILL NOT BE ELIGIBLE FOR BOARD MEMBERSHIP IF ANY OF THE FOLLOWING APPLY:

- I. IN A CONDOMINIUM WITH MORE THAN 10 UNITS, IF YOU AND A CO-OWNER OF YOUR UNIT WOULD SERVE ON THE BOARD AT THE SAME TIME, UNLESS YOU 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;**
- II. YOU WERE A DIRECTOR WHO WAS SUSPENDED OR REMOVED BY THE DIVISION AND SUCH SUSPENSION OR REMOVAL TIME PERIOD IS STILL IN EFFECT ON JANUARY 10, 2023;**
- III. ON JANUARY 10, 2023, YOU ARE DELINQUENT IN THE PAYMENT OF ANY REGULAR OR SPECIAL ASSESSMENT OWED TO THE ASSOCIATION;**
- IV. YOU WERE CONVICTED OF A FELONY IN FLORIDA OR CONVICTED OF AN OFFENSE IN ANOTHER JURISDICTION THAT WOULD BE CONSIDERED A FELONY IN FLORIDA (UNLESS YOUR CIVIL RIGHTS HAVE BEEN RESTORED FOR AT LEAST FIVE YEARS AS OF JANUARY 10, 2023;**
- V. YOU ARE A DIRECTOR CHARGED WITH A FELONY THEFT OR EMBEZZLEMENT OFFENSE INVOLVING THE ASSOCIATION'S FUNDS OR PROPERTY AND SUCH CRIMINAL CHARGE IS PENDING AS OF JANUARY 10, 2023; AND/OR**
- VI. YOU HAVE A CRIMINAL CHARGE PENDING INVOLVING FORGERY OF A BALLOT ENVELOPE OR VOTING CERTIFICATE USED IN A CONDOMINIUM ASSOCIATION ELECTION, THEFT OR EMBEZZLEMENT OF FUNDS OF A CONDOMINIUM ASSOCIATION, OR THE DESTRUCTION OF OR REFUSAL TO ALLOW INSPECTION OR COPYING OF AN OFFICIAL RECORD THAT IS ACCESSIBLE TO OWNERS IN FURTHERANCE OF ANY CRIME.**

From: Jimmy DeMatteis <jimmydematteis@icloud.com>
Subject: Intent to run for the Polynesian Gardens BOD / Bio
Date: Jan 9, 2023 at 3:36 PM
To:

Good Afternoon,

My name is Jim DeMatteis and I live with my wife Marie at 1107 N. Moonmist Ct. We purchased our unit here at Polynesian Gardens in March of 2020 and after retiring in March of 2022 we have made Siesta Key our home.

I owned and operated a freight logistics business for 39 years prior to selling it in February of 2020. Over the past 42 years I have served on well over a dozen different boards ranging from corporate to industry trade association to non profits. I have and still do participate on one Corporate, and one Non Profit Board. I am also Chairman Emeritus for the Better Business Bureau of Iowa where I served 8 years and as Board Chairman for the past two years.

As we have settled into our new home we have been fortunate to make friends with several of our neighbors. We have come to enjoy calling Polynesian Gardens home. We do wish we had a little bigger home but we are enjoying the simplicity of beach house (shack) living!:))

Why put my name into the hat? The best answer I can give is that I think I can help this board be better. It has been my experience that well over 99% of the problems we run into when guiding a business, board, or just in life is directly related to poor communication. It would be my goal if selected to improve the board's image through proactive communication. Build trust from owners and promote community input, involvement and pride.

I won't promise to have all the answers but I will promise to get them, share them with you and even ask for your feedback. I appreciate your consideration and look forward to talking to each of you some time soon.

Be well,

Jim

NOTICE OF INTENT TO BE A CANDIDATE
FOR THE BOARD OF DIRECTORS
OF POLYNESIAN GARDENS ASSOCIATION, INC.

PRINT NAME: ALL KURT PLEASE PRINT THE NAME OF
THE PERSON YOU INTEND TO BE ON THE BOARD OF DIRECTORS. UNDERSTAND THAT YOU ARE RESPONSIBLE FOR THE FIDELITY
OF THE ASSOCIATION AND THE WELL-BEING OF THE ASSOCIATION AND THE ASSOCIATION'S PROPERTY AND ASSETS. BE RESPONSIBLE FOR
THE ASSOCIATION'S FINANCIAL WELL-BEING AND THE ASSOCIATION'S REPUTATION AND CREDIT RATING.

DATE: 1/10/23

DATE: 1/10/23

SIGNATURE

[Signature]

PLEASE NOTE: UNDER THE AMENDED PROVISIONS OF THE CONDOMINIUM ACT, YOU WILL
NOT BE ELIGIBLE FOR BOARD MEMBERSHIP IF ANY OF THE FOLLOWING APPLY:

I. IN A CONDOMINIUM WITH MORE THAN 10 UNITS, IF YOU AND A CO-OWNER OF
YOUR UNIT WOULD SERVE ON THE BOARD AT THE SAME TIME, UNLESS YOU
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;

II. YOU WERE A DIRECTOR WHO WAS SUSPENDED OR REMOVED BY THE DIVISION AND SUCH
SUSPENSION OR REMOVAL TIME PERIOD IS STILL IN EFFECT ON JANUARY 10, 2023;

III. ON JANUARY 10, 2023, YOU ARE DELINQUENT IN THE PAYMENT OF
ANY REGULAR OR SPECIAL ASSESSMENT OWED TO THE ASSOCIATION;

IV. YOU WERE CONVICTED OF A FELONY IN FLORIDA OR CONVICTED OF AN
OFFENSE IN ANOTHER JURISDICTION THAT WOULD BE CONSIDERED A
FELONY IN FLORIDA (UNLESS YOUR CIVIL RIGHTS HAVE BEEN RESTORED FOR
AT LEAST FIVE YEARS AS OF JANUARY 10, 2023);

V. YOU ARE A DIRECTOR CHARGED WITH A FELONY THEFT OR EMBEZZLEMENT
OFFENSE INVOLVING THE ASSOCIATION'S FUNDS OR PROPERTY AND SUCH
CRIMINAL CHARGE IS PENDING AS OF JANUARY 10, 2023; AND/OR

VI. YOU HAVE A CRIMINAL CHARGE PENDING INVOLVING FORGERY OF A BALLOT
ENVELOPE OR VOTING CERTIFICATE USED IN A CONDOMINIUM ASSOCIATION
ELECTION, THEFT OR EMBEZZLEMENT OF FUNDS OF A CONDOMINIUM
ASSOCIATION, OR THE DESTRUCTION OF OR REFUSAL TO ALLOW INSPECTION
OR COPYING OF AN OFFICIAL RECORD THAT IS ACCESSIBLE TO OWNERS IN
FURTHERANCE OF ANY CRIME.

Linda Kelt
Candidate Information Sheet
1246 Moonmist Circle

I retired from the largest global vision insurance company in January 2019 after 18 years of service. My primary roles were in Project and Program Management with an emphasis in Technology and Financial Management. As a certified project manager, I managed large projects including multi-year, multi-track technology modernization programs. I also have years of experience creating and managing multi-million dollar operational and capital technology budgets utilizing my Finance and Economics Bachelor's degree.

My husband and I purchased our villa in Polynesian Gardens in August 2019 as our primary residence after an extensive search on the Gulf Coast of Mexico from Panama City to Fort Myers. We fell in love with the area and community. We are currently full time residents here at Polynesian Gardens.

I also volunteer as the Treasurer on the Board of Directors of Jerome Humane Society, a non-profit 501c3 which helps animals of the residents who are less fortunate.

I have been serving on the Polynesian Gardens HOA board as John Murphy's replacement since August 2020. I look forward to adding additional contributions of my time and expertise to Polynesian Gardens to ensure the communities charm and beauty is long standing.

Some of my accomplishments with the help of other Board members include:

- Financial – Completed a Reserve study to establish a financial plan for the next 10-20 years.
- Reserves – Established pooled reserves to allow us to apply funds to the most critical needs (roofs, painting, pool heater). This introduced a much more transparent budget where owners can see the pooled amounts and what they are targeted toward.
- Roofing - outlined a multi-year roofing plan with 12 roofs completed in 2022.
- Painting – outlined a multi-year painting plan with 12 villas completed in 2022.
- Landscaping - completed tree trimming around the pool and replaced and updated all pool furniture. Also enhanced Christmas decorations.
- Audit – Scheduled a Financial audit for 2022 to be in compliance with the Florida Statue for Homeowner Associations
- Coordinating the Hurricane Ian cleanup, invoices and working with the Ins. Adjuster along with other board members.

Thank you for your consideration
Linda Kelt

**NOTICE OF INTENT TO BE A CANDIDATE
FOR THE BOARD OF DIRECTORS
OF POLYNESIAN GARDENS ASSOCIATION, INC.**

I, (print name) Joseph Kiss, hereby place my name in nomination as a candidate for the Board of Directors. I understand that I am responsible for the timely delivery of this Notice of Intent. I (circle one) am/am not enclosing an Information Sheet about myself. I understand that I am responsible for the accuracy of the information contained in the Information Sheet.

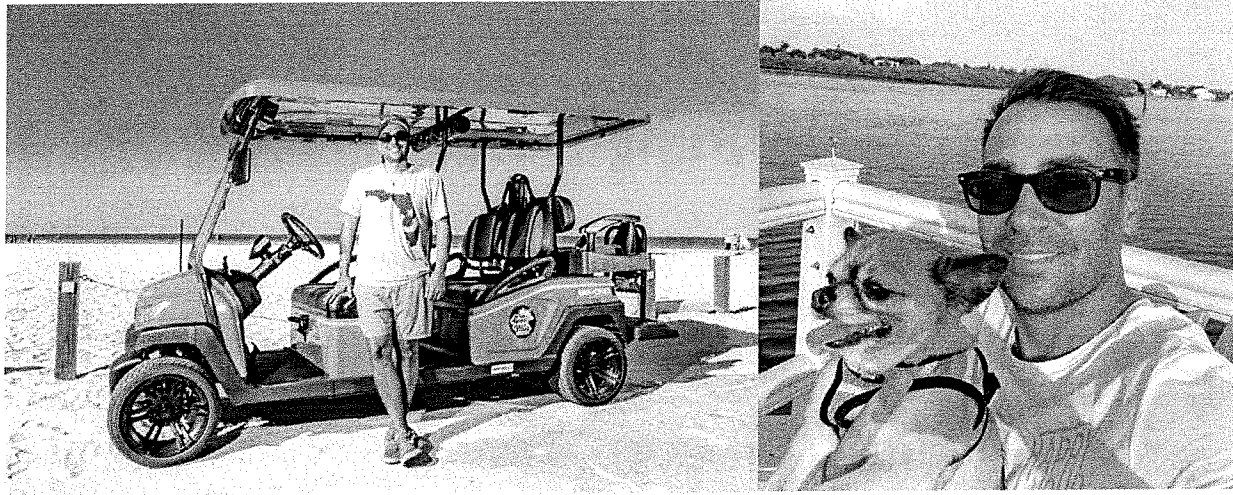
Unit No: 1212

Date: 1/9/2023 SIGNATURE: 

PLEASE NOTE: UNDER THE AMENDED PROVISIONS OF THE CONDOMINIUM ACT, YOU WILL NOT BE ELIGIBLE FOR BOARD MEMBERSHIP IF ANY OF THE FOLLOWING APPLY:

- I. IN A CONDOMINIUM WITH MORE THAN 10 UNITS, IF YOU AND A CO-OWNER OF YOUR UNIT WOULD SERVE ON THE BOARD AT THE SAME TIME, UNLESS YOU 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;**
- II. YOU WERE A DIRECTOR WHO WAS SUSPENDED OR REMOVED BY THE DIVISION AND SUCH SUSPENSION OR REMOVAL TIME PERIOD IS STILL IN EFFECT ON JANUARY 10, 2023;**
- III. ON JANUARY 10, 2023, YOU ARE DELINQUENT IN THE PAYMENT OF ANY REGULAR OR SPECIAL ASSESSMENT OWED TO THE ASSOCIATION;**
- IV. YOU WERE CONVICTED OF A FELONY IN FLORIDA OR CONVICTED OF AN OFFENSE IN ANOTHER JURISDICTION THAT WOULD BE CONSIDERED A FELONY IN FLORIDA (UNLESS YOUR CIVIL RIGHTS HAVE BEEN RESTORED FOR AT LEAST FIVE YEARS AS OF JANUARY 10, 2023;**
- V. YOU ARE A DIRECTOR CHARGED WITH A FELONY THEFT OR EMBEZZLEMENT OFFENSE INVOLVING THE ASSOCIATION'S FUNDS OR PROPERTY AND SUCH CRIMINAL CHARGE IS PENDING AS OF JANUARY 10, 2023; AND/OR**
- VI. YOU HAVE A CRIMINAL CHARGE PENDING INVOLVING FORGERY OF A BALLOT ENVELOPE OR VOTING CERTIFICATE USED IN A CONDOMINIUM ASSOCIATION ELECTION, THEFT OR EMBEZZLEMENT OF FUNDS OF A CONDOMINIUM ASSOCIATION, OR THE DESTRUCTION OF OR REFUSAL TO ALLOW INSPECTION OR COPYING OF AN OFFICIAL RECORD THAT IS ACCESSIBLE TO OWNERS IN FURTHERANCE OF ANY CRIME.**

Joe Kiss



Hi neighbors! For those that don't know me, my name is **Joe Kiss** and I'm running for the Polynesian Gardens Board.

I have been an owner since May 2015, as well as a full time resident since August 2019. I have thoroughly enjoyed my life so far in Siesta Key and hope to continue that with my service to the Polynesian Gardens community.

I have been an information technology professional in the healthcare sector for 18 years, as well as a local business owner and member of the Siesta Key Chamber of Commerce.

If elected, I will to the best of my ability:

- 1)Engage all owners of our community in making key decisions, and make strides to improve all aspects of clear communication to promote the highest level of transparency.
- 2)Leverage subject matter experts (attorneys, accountants, business owners) from within our community to aid and assist with planning and implementation of projects.
- 3)Work directly with Doug and contractors to re-evaluate and prioritize all maintenance projects/issues in regards to our existing and future budget.

Thank you for your consideration,

Joe Kiss - 1212 Moonmist Circle

JosephKiss79@outlook.com

**NOTICE OF INTENT TO BE A CANDIDATE
FOR THE BOARD OF DIRECTORS
OF POLYNESIAN GARDENS ASSOCIATION, INC.**

I, (print name) CAROL QUATRONE, hereby place my name in nomination as a candidate for the Board of Directors. I understand that I am responsible for the timely delivery of this Notice of Intent. I (circle one) am/am not enclosing an Information Sheet about myself. I understand that I am responsible for the accuracy of the information contained in the Information Sheet.

Unit No: G-6

Date: 12/20/22 SIGNATURE: Carol Quatrone

PLEASE NOTE: UNDER THE AMENDED PROVISIONS OF THE CONDOMINIUM ACT, YOU WILL NOT BE ELIGIBLE FOR BOARD MEMBERSHIP IF ANY OF THE FOLLOWING APPLY:

I. IN A CONDOMINIUM WITH MORE THAN 10 UNITS, IF YOU AND A CO-OWNER OF YOUR UNIT WOULD SERVE ON THE BOARD AT THE SAME TIME, UNLESS YOU 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;

II. YOU WERE A DIRECTOR WHO WAS SUSPENDED OR REMOVED BY THE DIVISION AND SUCH SUSPENSION OR REMOVAL TIME PERIOD IS STILL IN EFFECT ON JANUARY 10, 2023;

III. ON JANUARY 10, 2023, YOU ARE DELINQUENT IN THE PAYMENT OF ANY REGULAR OR SPECIAL ASSESSMENT OWED TO THE ASSOCIATION;

IV. YOU WERE CONVICTED OF A FELONY IN FLORIDA OR CONVICTED OF AN OFFENSE IN ANOTHER JURISDICTION THAT WOULD BE CONSIDERED A FELONY IN FLORIDA (UNLESS YOUR CIVIL RIGHTS HAVE BEEN RESTORED FOR AT LEAST FIVE YEARS AS OF JANUARY 10, 2023;

V. YOU ARE A DIRECTOR CHARGED WITH A FELONY THEFT OR EMBEZZLEMENT OFFENSE INVOLVING THE ASSOCIATION'S FUNDS OR PROPERTY AND SUCH CRIMINAL CHARGE IS PENDING AS OF JANUARY 10, 2023; AND/OR

VI. YOU HAVE A CRIMINAL CHARGE PENDING INVOLVING FORGERY OF A BALLOT ENVELOPE OR VOTING CERTIFICATE USED IN A CONDOMINIUM ASSOCIATION ELECTION, THEFT OR EMBEZZLEMENT OF FUNDS OF A CONDOMINIUM ASSOCIATION, OR THE DESTRUCTION OF OR REFUSAL TO ALLOW INSPECTION OR COPYING OF AN OFFICIAL RECORD THAT IS ACCESSIBLE TO OWNERS IN FURTHERANCE OF ANY CRIME.

DANIEL J. LOBECK*
MARK A. HANSON*
MICHELLE A. ROWE
LEAH E. ELLINGTON*

THE LAW OFFICES OF
LOBECK & HANSON

CONDOMINIUM
COOPERATIVE AND
HOMEOWNERS
ASSOCIATIONS

EDWARD J. WILLNER
KIMLYN M. WALKER

PROFESSIONAL ASSOCIATION

2033 MAIN STREET, SUITE 403
SARASOTA, FL 34237
(941) 955-5622
FAX (941) 951-1469

November 21, 2022

CIVIL LITIGATION
PERSONAL INJURY
FAMILY LAW
LAND USE LAW
TRUSTS AND ESTATES

E-MAIL law@lobeckhanson.com
INTERNET www.lobeckhanson.com

* FLA. BOARD CERTIFIED SPECIALIST IN CONDOMINIUM
AND PLANNED DEVELOPMENT LAW

Polynesian Association, Inc.
c/o Corinne Templin, President
1110 S. Moonmist Dr.
Sarasota, FL 34242

Transmitted via E-mail to templinllc@gmail.com

Re: Proposed Amended and Restated Documents

Dear Board of Directors:

I am pleased to present the Proposed Amended and Restated Declaration of Condominium of Polynesian Gardens, a Condominium ("Declaration"), Articles of Incorporation ("Articles"), and Bylaws.

I recommend that all Owners fully consider these Proposed Amended and Restated Documents, and vote to approve them.

In this document rewrite, I reviewed and revised the existing documents to: update the documents to conform to changes in the law, delete obsolete developer provisions, incorporate existing amendments, and overall make the documents more readable, enforceable, and user friendly. If approved, these changes will assist in providing for more effective and efficient operation and administration of the community.

Under Section 718.110 (1)(b) of the Florida Statutes, regarding amendments, "if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: 'Substantial rewording of declaration. See provision for present text.'" Given the fact that this is an entire document rewrite, I have followed this statutory procedure for these documents.

However, I am highlighting certain changes here in order to try to assist in review of the documents. This is not meant to list every single change that occurred.

In the Declaration, references to the original developer have been removed. And the Article with definitions has been expanded for greater clarity.

Article 6 regarding assessments has been modified to be consistent with current statutes. Article 10, Use Restrictions, has minimal modifications such as stating a rationale for having use

restrictions in an introductory paragraph, removing the word "servants" and replacing that with "invitees", and replacing the word "apartment" with "unit". But there are not substantive changes regarding use restrictions. Article 15, Remedies for Violations, has been expanded to be consistent with current statutes and common practices. Article 17, Miscellaneous, now contains provisions for interpretation of the Declaration and its Exhibits all in one place, for greater clarity.

The Articles of Incorporation has been modified to remove outdated language, including taking out now-obsolete information such as the names of the original Directors and Officers. Also removed in the Articles are the names and addresses of the subscribers. The principal office address has been added, as has the registered office and registered agent, both of which are now required in not-for-profit corporation articles of incorporation documents. It is also now clear that this is a corporation under Chapter 718 of the Florida Statutes. A definitions section has been added for clarity. A section regarding powers has been added, which is fairly standard for modern articles of incorporation documents. In some places, provisions or sections have been moved within the document for greater clarity. For example, there is now a separate section regarding income distribution, although what is stated there is not new, but rather has been part of another section. An expanded article regarding indemnification has been added as well.

In the Bylaws as well, the principal office has been added, as has additional information regarding the corporate seal. In this document as well, in some places provisions or sections have been moved within the document for greater clarity. Also, changes have been made to reflect recent changes in technology. Section 4.13 now provides for online voting in accordance with the pertinent statutes. Section 4.5 specifically allows for notice by e-mail transmission. Section 5.11 provides that Directors may participate in a Board meeting via videoconferencing.

Also, Section 4.12 of the Bylaws now allows for action without a meeting by written agreement. There is now an expanded section regarding election of Directors, in Section 5.4, which is consistent with current statutes. Article 9 now addresses resignations, providing clarity for what occurs when a Director, officer, or committee member resigns. Provisions regarding fiscal management and financial reporting have been updated for consistency with current statutes. There are also new provisions describing the Board's powers in the event of an emergency, in Article 7, which, given recent events, are more important now than ever.

The membership of Polynesian Association, Inc. will soon be presented with a choice of whether to adopt the Proposed Amended and Restated Documents or to keep the existing documents which were written years ago. I recommend that all Owners vote to approve these documents.

Sincerely,



Leah E. Ellington

LEE/jf

Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

PROPOSED
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF
POLYNESIAN GARDENS, A CONDOMINIUM

*[Substantial Rewording of Declaration of Condominium. See existing Declaration of
Condominium and amendments for present text.]*

ARTICLE 1.
DEDICATION

1.1 PROPERTY BOUND. The property, which is described in Exhibit "A" attached hereto and incorporated herein, and the improvements and fixtures located thereon, have been submitted to Condominium ownership pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein "the Condominium Act"). The name of the Condominium is **POLYNESIAN GARDENS, A CONDOMINIUM** (herein "the Condominium"). It is located in Sarasota County, Florida.

1.2 COVENANTS RUNNING WITH THE LAND. All the restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners, their successors and assignees. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the Bylaws of the Association. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements.

ARTICLE 2.
DEFINITIONS

For all purposes, the terms used in the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations shall have the meaning stated in the Condominium Act (Section 718.103, Florida Statutes) and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the

use of the plural shall include the singular and the singular shall include the plural. Where terms are not defined in the Condominium Act or the Condominium documents, they shall be defined by the Association's Board of Directors, which may provide any reasonable definition of the term or may adopt any dictionary definition.

2.1 "ARTICLES OF INCORPORATION" means the Articles of Incorporation of the Association, which are attached hereto as Exhibit "B."

2.2 "ASSESSMENT" means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owners by the Association.

2.3 "ASSOCIATION" means POLYNESIAN ASSOCIATION, INC., a Florida not for profit corporation.

2.4 "ASSOCIATION PROPERTY" means that property, real or personal, which is owned or leased by, or is dedicated by a recorded plat or other instrument to the Association for the use and benefit of its Members.

2.5 "BOARD OF DIRECTORS" or "BOARD" means the Board of Directors of the Association.

2.6 "BYLAWS" means the Bylaws of the Association, which are attached hereto as Exhibit "C."

2.7 "COMMON ELEMENTS" means the portions of the Condominium Property not included in the Units.

2.8 "COMMON EXPENSES" means all expenses properly incurred by the Association in the performance of its duties, including, but not limited to, those specified in Section 718.115 of the Florida Statutes, as amended from time to time.

2.9 "COMMON SURPLUS" means the amount of all receipts or revenues of the Association, including, but not limited to, Assessments, rents, profits and revenue, collected by the Association which exceeds the Common Expenses.

2.10 "CONDOMINIUM" is that form of ownership of real property created pursuant to the Condominium Act, which is comprised entirely of Units that are owned by one or more person, and in which there is, appurtenant to each Unit, an undivided share in the Common Elements appurtenant to the Unit. The "Condominium" also means POLYNESIAN GARDENS, A CONDOMINIUM.

2.11 "CONDOMINIUM DOCUMENTS" mean this Declaration and its exhibits.

Proposed Amended And Restated Declaration Of Condominium Of

Polynesian Gardens, A Condominium

Page 2 of 21

2.12 “CONDOMINIUM PROPERTY” means the lands, leaseholds and personal property that are subjected to Condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

2.13 “DECLARATION” or “DECLARATION OF CONDOMINIUM” means this Declaration of Condominium.

2.14 “INSTITUTIONAL MORTGAGEE” means a bank, savings and loan association, life insurance company or other similar institution engaged in the business of making real estate loans and authorized to do business in Florida; Institutional Mortgage means a first mortgage made and held by an Institutional Mortgagee or its loan correspondent; the rights of Institutional Mortgagees are limited to the Units encumbered by the mortgage.

2.15 “LIMITED COMMON ELEMENTS” means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

2.16 “MEMBER” means the record Owner of a Unit in the Condominium.

2.17 “OWNER” or “UNIT OWNER” means Unit Owner as defined in the Condominium Act.

2.18 “UNIT” means a part of the Condominium Property which is subject to exclusive ownership as more fully set forth and defined herein.

2.19 “VOTING INTERESTS” means the voting rights distributed to the Association Members.

ARTICLE 3. DEVELOPMENT PLAN

3.1 SURVEY. The Condominium is described by the plat recorded in Condominium Book 8, Page 16 et seq. of the Public Records of Sarasota County, Florida showing the land and the improvements on it and as shown on Exhibit “A” (herein “the Plat”). The Condominium Units are known and numbered as described in the Plat.

3.2 EASEMENTS. Easements are reserved through the Condominium Property as may be required for Utility Services in order to serve such Condominium Property adequately and as described in the Plat. Utility services may include irrigation, cable television, yard maintenance and other similar services when provided by the Association. The Association’s Board of Directors is also authorized to grant easements as provided in Section 718.111(10), Florida Statutes.

3.3 UNIT BOUNDARIES.

(a) The boundaries of each Unit are:

(1) The upper boundary is the horizontal plane of the undecorated finished ceiling extended to an intersection with the perimetrical boundaries.

(2) The lower boundary is the horizontal plane of the undecorated finished floor extended to an intersection with the perimetrical boundaries.

(3) The perimetrical boundaries are the vertical planes of the undecorated finished interior walls extended to intersections with each other and with the upper and lower boundaries, including completely walled or screened porch and patio areas.

(b) If a part of either a Common Element or a Limited Common Element or a Unit encroaches on one or more of the other categories, an easement for the maintenance of the encroachment exists for as long as the encroachment remains. If the Units or Limited Common Elements are partly or wholly destroyed or demolished and are rebuilt in substantially the same location, encroachments by Common Elements on either of them or by either of them on Common Elements due to construction shall be permitted and an easement for the encroachment shall exist for as long as the encroachment remains.

3.4 UNITS. The Units are described and their appurtenances are established as follows:

(a) Each Unit is identified on the Plat by a specific number and letter.

(b) Each Owner owns an equal undivided share in the Common Elements and surplus that is appurtenant to his or her Unit.

(c) The appurtenances include:

(1) Association membership.

(2) an exclusive easement for the use of the air space occupied by the Unit as it exists at a particular time and as it may be lawfully altered or reconstructed from time to time; the easement is terminated automatically in air space that is vacated.

(3) easements of use in, over, across and on the Common Elements in common with other Owners.

(4) easements through Units for conduits, ducts, plumbing, wiring and other facilities for utility services to Units and the Common Elements.

(5) an easement of support in every part of a Unit that contributes to the support of the building.

(6) an undivided interest in all other Common Elements.

(d) No appurtenance may be separated from the Unit to which it pertains. All appurtenances are conveyed or encumbered or otherwise pass with the Unit, whether or not mentioned in an instrument describing the Unit.

3.5 COMMON ELEMENTS.

(a) Ownership and use of the Common Elements are governed by the Condominium Act and by the following:

(1) The shares of Owners in the Common Elements established in this Declaration may be changed only by amendment of the Declaration executed by all Owners of the shares affected. No change affects prior recorded mortgages or liens.

(2) The share of an Owner in the Common Elements is appurtenant to his or her Unit.

(3) The Common Elements shall remain undivided and no Owner or any other person has the right to bring an action for partition or division of the whole or any part of the Common Elements as long as the Units exist on the land in useful condition and the Condominium has not been terminated.

(4) Each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no use shall hinder or encroach on the rights of other Owners.

(b) The Common Elements include but are not limited to:

(1) the Condominium land.

(2) all improvements and parts of them that are not included within the Units.

(3) planters outside of Units and planting areas, lawns, trees, grass and shrubs, including the buffer shrubbery between the Condominium and Midnight Pass Road.

(4) parking areas, driveways, sidewalks, and other means of ingress and egress.

(5) all electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication systems, and all other ducts, conduits, cables, wire or pipe, within the Common Elements and up to the unfinished surface of the Unit wall, ceiling and floor.

(6) all tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of Owners.

(7) installations that furnish utility services to more than one Unit or to the Common Elements or to a Unit other than the one containing the installation and the property and installations used to furnish services to more than one Unit or to the Common Elements, including water distribution and sewerage collection.

(8) lobby, meeting rooms, boat basin, community areas and recreation facilities, whether located on the Condominium Property or acquired by the Association under this Declaration.

(9) when supplied by the Association, manager's office and Unit.

(10) The seawall and riparian rights applicable to the dock and adjacent easement.

(c) Use and enjoyment of the parcel of land on which the Unit is located is limited to the Owner of the Unit, the exterior boundaries of each parcel being shown in solid rectangles on the survey described in Exhibit "A" and with the areas outside of the Unit boundaries within that rectangular parcel being Limited Common Elements, subject to easements under Section 3.2 and 3.3(b). Because of the previous filing of amended survey, described on Exhibit "A" attached certain items that are a part of or pertain to certain Units encroach on the Limited Common Elements of other Units under the corrected survey. All easements for driveways, roof eaves, equipment, shrubbery, flowers and similar items shall be permitted to continue to exist in their present form and without an increase of the easements respectively until the abutting Unit Owners affected agree otherwise in writing. Existing encroachments may be maintained and repaired in their existing locations. For purposes of maintenance and repair the encroachments shall be considered to be a part of the Unit to which they are attached, abut or otherwise pertain. If a casualty damages or destroys an encroaching part of a structure so that complete restoration is not required, the encroaching part of the structure may be restored in the same manner as it now exists and without any increase in the encroachment. If an entire Unit is destroyed or so damaged that it must be reconstructed, it shall be reconstructed in such a manner that encroachments do not continue after reconstruction.

ARTICLE 4.

Proposed Amended And Restated Declaration Of Condominium Of
Polynesian Gardens, A Condominium

Page 6 of 21

PERCENTAGE OF OWNERSHIP OF THE COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS

4.1 PERCENTAGE. The percentage of ownership and the undivided shares of the respective Condominium Units in the Common Elements, and the manner of sharing expenses in the Condominium and owning Common Surplus attributable to the Condominium, is as shown on Exhibit "D".

ARTICLE 5. MAINTENANCE AND ALTERATION

Responsibility for maintenance of the Condominium Property and restrictions on its alteration and improvement are as follows:

(a) The Association shall maintain, repair and replace:

(1) all parts of a Unit, except interior surfaces, interior and exterior doors and windows, screened patios, lanais and similar areas, window screens and aluminum carports. The Association shall coat or paint roof surfaces, clean roofs with chlorine or other materials to remove mold and mildew, replace broken tiles, repair leaks and paint trim, fascia, under-surfaces of eaves and other painted surfaces of the roof, and otherwise maintain, repair, and replace roofs.

(2) all conduits, ducts, plumbing, wiring and other facilities for utility services maintained by the Association to the boundaries of a Unit, but excluding fixtures and appliances of the Unit Owner wherever located.

(3) incidental damage caused to a Unit by maintenance and repair work.

(4) easements are reserved across Limited Common Elements wherever necessary to perform the duties imposed on the Association by this section.

(b) An Owner shall maintain, repair and replace all parts of his or Unit that are not the responsibility of the Association. If an Owner fails to maintain, repair or replace items for which he or she is responsible after three days' written notice from the Board of Directors, and the failure affects the Common Elements or another Unit, the Association may perform the maintenance, repair or replacement and assess the costs against the Owner. Assessments are a lien under and shall be governed by Article 6.

(c) The Owner shall not paint, otherwise decorate or change the appearance of any part of the exterior of the Unit, nor attach any exterior light, wire, antenna, clothes line or other thing to it nor display a sign of any kind on it nor place any articles in a common area without the prior written consent of the Board of Directors.

(d) Neither an Owner nor the Association shall make any alteration in the parts of a building that are to be maintained by the Association, or remove a part of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the building, or impair any easement, without first obtaining approval in writing from Owners of all Units in which the work is to be done and of the Board of Directors. A copy of plans and specifications for the work, prepared by an architect or engineer licensed to practice in Florida, shall be filed with the Association before starting the work.

(e) Maintenance and operation of the Common Elements is the responsibility of the Association and is a Common Expense except as provided in Section 5(a) and except sidewalks, driveways, fences, fence walls, gates, roof gutters and downspouts that shall be the Unit Owner's responsibility. Maintenance and replacement of lawns, shrubbery, trees and landscaping within the Limited Common Elements is the responsibility of the Unit Owner except that lawns may be cut and fertilized and minor maintenance and pruning of trees and shrubbery may be performed by Association under policies set by the Board of Directors.

(f) No alteration or further improvement of the Common Elements for which the initial cost exceeds five percent (5%) of the annual budget shall be made without prior written approval from the Owners of at least two thirds of the Units. If the initial cost does not exceed five percent (5%) of the budget, the alteration or improvement may be made by the Board of Directors.

(g) Persons designated by the Board of Directors may enter a Unit at reasonable times to effectuate this Article 5 or to determine compliance with the Condominium documents and regulations.

(h) An Institutional Mortgagee may require the Association to adhere to reasonable standards of maintenance so long as it holds a mortgage on a Unit in the Condominium. This provision may be enforced by specific performance or the mortgagee may have the work performed to bring the maintenance to the standard specified and the Association shall pay the cost on demand and shall assess the Owners for the amount necessary to reimburse the person paying for or performing the work. Assessments are a lien under and shall be governed by Article 6.

ARTICLE 6. ASSESSMENTS

The making and collection of Assessments against Unit Owners for Common Expenses shall be pursuant to the Bylaws, and this Declaration, and subject to the following provisions:

Proposed Amended And Restated Declaration Of Condominium Of
Polynesian Gardens, A Condominium

6.1 SHARE OF COMMON EXPENSES. Each Owner is liable for a share of the Common Expenses in accordance with the schedule in Exhibit "D".

6.2 INTEREST, APPLICATION OF PAYMENTS. Assessments and installments on such Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when first due until paid. The Association may also charge an administrative late fee not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment of the Assessment or special Assessment or for each delinquent installment that the payment is late. All payments upon account shall be first credited to interest, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the Assessment or special Assessment payments first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

6.3 LIEN FOR ASSESSMENTS. The Association shall have a lien on each Unit to secure the payment of unpaid Assessments and special Assessments which are due and which may accrue subsequent to the recording of the claim of lien in the public records, as well as interest and all reasonable costs and attorneys' fees incurred by the Association incident to the collection process. No such lien shall continue for a period longer than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. Such lien shall be executed and recorded in the Public Records of Sarasota County, Florida, and perfected as provided by Section 718.116(5), Florida Statutes, as amended from time to time. A claim of lien for Assessments or special Assessments shall be foreclosed in the same manner as a mortgage on real property, and the institution of a foreclosure proceeding shall be brought in the name of the Association. The Association is also authorized to bring an action to recover a money judgment for the unpaid Assessments or special Assessments without waiving any claim of lien. The Association's attorney is authorized to recover its reasonable attorneys' fees incurred in either action. Upon payment in full, the person making the payment is entitled to a satisfaction of lien.

A. The liability for Assessments or special Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, Association Property, or the abandonment of the Unit for which the Assessments are made.

B. 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 and/or special 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 of the Unit. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner.

ARTICLE 7. THE ASSOCIATION

7.1 AUTHORITY. The Association shall administer the operation and management of the Condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, Articles of Incorporation, Bylaws and the Rules and Regulations promulgated by the Association from time to time. No Unit Owner, except an officer of the Association, shall have any authority to act for or on behalf of the Association. The powers of the Association shall include those set forth in this Declaration, Articles of Incorporation, Bylaws, the Condominium Act and Chapter 617, Florida Statutes, all as amended from time to time. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B." A copy of the Association Bylaws is attached hereto as Exhibit "C."

7.2 MEMBERSHIP IN ASSOCIATION. Membership in the Association shall be limited to Unit Owners in the Condominium. Such membership shall automatically terminate when such person is no longer an Owner of a Unit in the Condominium. Change of membership in the Association shall be established by recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing record title to a Unit in the Condominium and the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument thus becomes a Member of the Association, and the membership of the prior Owner is terminated.

7.3 VOTING RIGHTS. Voting rights of Members of the Association are governed by the Bylaws. Each Unit confers one (1) vote regardless of the number of Owners of it.

7.4 RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS. The share of a Member in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner, except as an appurtenance to his or her Unit.

7.5 LIMITATION UPON LIABILITY OF ASSOCIATION. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Unit Owners or persons.

7.6 HELD IN TRUST. All funds and the title of all property acquired by the Association and its proceeds are held in trust for the Members in accordance with the Condominium documents.

ARTICLE 8. INSURANCE

No title insurance shall be purchased by the Association on Condominium Property. Other insurance on the property is governed by the following:

(a) All buildings and improvements on the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as determined annually by the Board of Directors. The coverage shall afford protection against loss or damage by fire and other casualty covered by standard endorsements for "extended coverage" and "other perils," excluding flood insurance. A policy deductible amount applicable to a Unit or its Limited Common Elements shall be paid by the Unit Owner. Public liability insurance shall be maintained in the amounts and coverage determined by the Board of Directors, including but not limited to, hired automobile coverages with cross liability endorsement to cover liabilities of the apartment Owners as a group to an apartment Owner. The Association has no duty to assess for funds to discharge a liability in excess of insurance. Workmen's compensation insurance as required by law and other insurance that the Board of Directors determines to be desirable shall be maintained.

(b) All insurance policies on the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Owners, without naming them, and as agent for their mortgagees. Provision shall be made for issuance of mortgagee endorsements and memoranda of insurance to mortgagees of Owners. Owners may obtain coverage at their own expense on their personal property and for their public liability and living expense.

(c) The proceeds from insurance after a loss are held by the Association in trust as follows:

(1) An undivided share for each Owner for damage to Common Elements in proportion to the undivided share in the Common Elements appurtenant to his Unit.

(2) When the building is to be restored, proceeds for damage to Units are held in undivided shares for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit. The cost shall be determined by the Board of Directors. When the building is not to be restored, proceeds for damage to Units are held in an undivided share for each Owner in proportion to the undivided share in the Common Elements appurtenant to his Unit.

(3) If a mortgagee endorsement has been issued on a Unit, the share of the Owner is held in trust for the mortgagee and the Owner as their interests may appear, but no mortgagee has a right to determine or participate in the determination of whether or not damaged property shall be reconstructed or repaired and no mortgagee has a right to apply insurance proceeds or have them applied to the reduction of a mortgage debt except pursuant to this Declaration.

(d) Proceeds of insurance policies shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(1) If the damage for which the proceeds are paid is repaired or reconstructed, the proceeds shall be paid to defray the cost of it as provided in Article 9. Any proceeds remaining after defraying the cost shall be paid to the beneficial Owners, remittances to Owners and their institutional or approved mortgagees being made payable jointly to them. This is a covenant for the benefit of an institutional or approved mortgagee of a Unit and may be enforced by the mortgagee.

(2) If it is determined that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be paid to the beneficial Owners, remittances to Owners and their institutional or approved mortgages being made jointly to them. This is a covenant for the benefit of an institutional or approved mortgagee of a Unit and may be enforced by the mortgagee.

(e) The Association is irrevocably appointed agent to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases on the payment of claims for each Owner and for each holder of a mortgage or other interest in the Condominium Property.

(f) All companies issuing insurance policies under this Article 8 shall be licensed to do business in Florida, have an agent doing business in the county where the Condominium is located and be rated at least AAAA in Best's Key Rating Guide.

ARTICLE 9. RECONSTRUCTION AND REPAIR

(a) If part or all of the Condominium Property is damaged by casualty, it shall be repaired or reconstructed unless the loss is uninsurable or exceeds the amount of insurance proceeds in which event the persons entitled to vote the ownership of at least eighty-five percent (85%) of the Common Elements may decide to terminate the Condominium.

(b) Reconstruction or repair must be substantially in accordance with the plans and specifications for the original building or according to plans and specifications approved by the Board of Directors and Institutional Mortgagees holding a mortgage on the building. If no plans and specifications are available, the Board of Directors shall be the final authority on compliance with this Article 9.

(c) If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Owner, the Owner is responsible for reconstruction or repair after a casualty. If the Owner fails to reconstruct or repair after ten days written notice from the Board of Directors, the Association may do so and assess the cost to the Owner. Assessments are

Proposed Amended And Restated Declaration Of Condominium Of
Polynesian Gardens, A Condominium

a lien under and shall be governed by Article 6. In all other instances the Association has the responsibility for reconstruction or repair after a casualty. If the Owner fails to reconstruct or repair after ten days written notice from the Board of Directors, the Association may do so and assess the cost to the Owner. Assessments are a lien under and shall be governed by Article 6. In all other instances the Association has the responsibility for reconstruction or repair after a casualty.

(d) Immediately after a determination is made to reconstruct or repair damage to property for which the Association is responsible, it shall obtain reliable and detailed estimates of the cost to reconstruct or repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair or, if at any time during or on completion of reconstruction or repair, the funds for the payment of the cost of reconstruction or repair are insufficient, Assessments shall be made against the Owners who own the damaged Units for damage to their Units and against all Owners for damage to Common Elements in sufficient amounts to provide funds for payment of the cost. The Assessments against Owners for damage to Units shall be in proportion to the cost of reconstruction or repair of their respective Units. The Assessments for damage to Common Elements shall be in the same proportion as the Owner's share in the Common Elements. Assessments are a lien under and shall be governed by Article 6.

(e) All funds received by the Association for repair or reconstruction are held in trust for the purpose. If the funds exceed ten thousand dollars (\$10,000.00) the money shall be placed in a bank in a separate account and disbursed only on the certificate of the architect or engineer supervising the repair or reconstruction, but any part of the money representing damage for which the responsibility of repair or reconstruction lies with an Owner shall be paid to the Owner or, if there is a mortgagee endorsement for the Unit on the insurance policy, to the Owner and the mortgagee jointly. If there is a surplus in the funds after completion of repair or reconstruction, the surplus shall be paid to the beneficial Owners of the funds as follows:

(1) First to those Owners who paid Assessments in proportion to the amounts of the Assessments.

(2) Second to all Owners in proportion to their ownership of the Common Elements.

It shall be presumed that all insurance proceeds are the first money disbursed in payment for repair or reconstruction.

(f) Institutional Mortgagees may inspect repair and reconstruction and receive copies of the certificates for payment. Final payment shall not be made to the contractor until the consent of Institutional Mortgagees having an interest in the damaged Units is obtained.

(g) The Association shall contract with an architect or engineer licensed in Florida to prepare the plans and specifications. When the plans and specifications are approved as required

in this Article 9 and the funds for repair or reconstruction are available, the Association shall contract with an independent general contractor approved by the architect or engineer for the repair or reconstruction. The contract shall be for either a lump sum construction price or a cost of construction plus a specified fee with an upset construction price. The contractor shall be required to furnish completion and payment bonds in form and with sureties satisfactory to the Association. Each of the bonds shall be in the full amount of the contract price. Surety companies executing the bonds shall have at least the same qualifications as insurance companies under Section 8(f). The contract shall specify the time for completion and contain a penalty clause in the amount deemed adequate by the Board of Directors. Payment to the contractor shall be made only on the certificate of the architect or engineer and shall not exceed ninety percent (90%) of the value of the repair or reconstruction work in place plus materials suitably stored at the site until the final payment. The final payment shall not be made until the architect or engineer issues a certificate of substantial completion. The contract shall be governed by the then current edition of the General Conditions of the Contract for Construction adopted by the American Institute of Architects. If the damage exceeds five thousand dollars (\$5,000.00) but does not require plans and specifications, the Board of Directors shall obtain a reasonable bid for the repair or replacement, enter into whatever contract is appropriate and the remainder of this Article 9 shall not govern the repair, reconstruction or replacement.

ARTICLE 10. USE RESTRICTIONS

In order to provide for congenial occupancy of the Condominium Property and to better protect the values of the Condominium Units, the use of the Condominium Units and Condominium Property shall be restricted by and in accordance with the following provisions as long as the Condominium exists:

A. SINGLE FAMILY. Each Unit shall be occupied only by a single family and its guests and invitees as a residence and for no other purpose. Family means the spouse, parents and children of the Owner or authorized occupant. If more than one family occupies the Unit in excess of ninety (90) days, written approval of the Board of Directors must be obtained. No Unit shall be divided or subdivided into a smaller Unit nor shall any part be sold or otherwise transferred without first amending this Declaration to show the changes in the Unit affected.

B. COMMON ELEMENTS. The Common Elements shall be used only for the purposes for which they are intended to furnish services and facilities for the enjoyment of the residents.

C. NUISANCES. No nuisances shall be allowed on the Condominium Property nor any use or practice that is the source of annoyance to residents or that interferes with the peaceful possession and proper use of the property by residents. All parts of the Condominium shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Owner shall use or permit a use of his or her Unit or of

the Common Elements that will increase the cost of insurance on the Condominium Property. Trash and garbage shall be placed in the receptacles provided for collection.

D. UNLAWFUL USE. No immoral, offensive or unlawful use shall be made of the Condominium Property or any part of it. All valid laws, ordinances and regulations of governmental authorities having jurisdiction shall be complied with. The responsibility of meeting the requirements of governmental authorities for maintenance of the Condominium Property shall be the same as the responsibility for maintenance in Article 5.

E. RENT. After approval by the Association, entire Units may be rented if the occupancy is only by the lessee and his or her family as defined in Section 10 A, and its guests and invitees. No rooms may be rented except as a part of a Unit or to another Owner and no transient tenants shall be accommodated.

F. RULES. Uniform reasonable regulations concerning the use of Condominium Property may be adopted, amended and rescinded from time to time by the Association as provided in the Bylaws. Copies of the regulations and amendments shall be furnished by the Association to all Owners and residents of the Condominium on request. The regulations shall not conflict with the Declaration or Bylaws.

ARTICLE 11. TRANSFER

In order to maintain a community of congenial residents who are financially responsible and thus enable the Condominium to exist, accomplish its intended purpose and protect the value of each Unit, the transfer of Units by an Owner is subject to the following provisions as long as the Condominium exists. When each Owner accepts the conveyance of a Unit, he or she covenants to observe these provisions:

(a) The ownership of a Unit shall not be conveyed, assigned, given, transferred by operation of law or otherwise disposed of without approval of the Association except to another Owner or to the spouse, parents or children of the Owner.

(b) Association shall be the exclusive rental agent for the rental of all Units. The Association is authorized to charge a service fee to be established by the Board of Directors from time to time but it shall not exceed fifteen percent (15%) of the gross rentals from any Unit, plus out-of-pocket expenses incurred to service the Unit. The Board of Directors shall have authority to expend a part of the service fees to promote and advertise Polynesian Gardens rental Units. The Board of Directors may establish a minimum rental rate schedule and reasonable rental rules and regulations for all Units. The schedule and regulations shall be uniform for comparable Units and shall not discriminate against or in favor of any Unit or Owner. Any occupancy of a Unit by any person other than an Owner of a Unit in the Condominium, or a spouse, child; or parent of a Unit Owner shall be deemed a rental to which the service fee applies.

(c) No Unit may be leased without approval of the Association. Approval shall not be withheld unreasonably if the proposed tenant is of good character and does not have a record which would suggest a tendency to violate rules and restrictions or damage property.

(d) No Unit or any interest in it shall be mortgaged without approval of the Association except to an Institutional Mortgagee or to a seller to secure a part or all of the purchase price. Approval of other mortgages may be on conditions determined by the Association or may be withheld arbitrarily.

(e) Approval of the Association shall be obtained by giving the Association written notice of the proposal to convey, assign, give, transfer or mortgage, including in the notice the name of the intended transferee or mortgagee and the other information that the Association requires by its regulations. The Board of Directors, or a committee of it designated to do so, shall approve or disapprove the proposal. If the proposal is approved, the Association shall execute a certificate of approval and deliver it to the Owner. Approval or disapproval shall be given within thirty (30) days after receipt of the notice. Failure to act within the thirty (30) days constitutes approval and the certificate shall be issued forthwith. The certificate is conclusive evidence of compliance with this Article 11. If notice of the proposal is not given, the Board of Directors may approve or disapprove the transaction within ninety (90) days after receiving knowledge of it and without notice to any party to the transaction. If the Board of Directors disapproves the transaction, the Association shall proceed as if it had received the required notice on the date of disapproval. Approval shall not be withheld unreasonably if the proposed transferee is of good moral character, social compatibility and financial responsibility.

(f) No corporate ownership of Units shall be permitted except those in existence on the date of recordation of this instrument.

(g) Each application for Association approval as required by this Article 11 shall be accompanied by a fee to the Association in an amount determined by the Association and of directors, not exceeding the maximum allowed by law, and no application shall be deemed complete without that fee.

(h) If the proposed transaction is a mortgage or gift and the Association disapproves it, written notice of disapproval shall be given to the Unit Owner and the mortgage or gift shall not be made except that no approval is required for a mortgage excepted under Section (d) above.

(i) If the proposed transaction is a good faith sale or a devise or transfer by operation of law and the Association disapproves it, written notice of disapproval shall be given to the Unit Owner or devisee or transferee. He or she may thereupon demand in writing that the Association purchase the Unit or furnish a purchaser within thirty (30) days on the terms of the sale or the value of the Unit in case of a devise or transfer by operation of law, but if the Association deems the purchase price or value to be in excess of fair market value, an appraisal by three (3) appraisers,

Proposed Amended And Restated Declaration Of Condominium Of

Polynesian Gardens, A Condominium

Page 16 of 21

one selected by the Association, one by the Owner or devisee or transferee and one by the other appraisers, shall be made and the average of their appraisals shall be the purchase price to the Association under this section. If the Association does not furnish a purchaser or purchase the Unit itself within the thirty (30) days or if an appraisal is made, within fifteen (15) days after receipt of the appraisal, it shall give a certificate of approval as though approval had been granted in the first instance.

(j) This section does not apply to a transfer or purchase by an Institutional Mortgagee or to a mortgagee approved by the Association that acquired title as the result of owning a mortgage on a Unit whether the title is acquired by deed from the Owner or through foreclosure nor to a sale or lease by such a mortgagee that so acquires its title nor does it require approval of a purchaser who acquires title at a duly advertised public sale with open bidding as provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Any transfer or sale by a purchaser or transferee after he or she acquires his or her interest under this section is again subject to this Article 11.

(k) Any sale, transfer, mortgage or gift not authorized under this Declaration is void.

ARTICLE 12. TAXES

If taxes or other impositions are levied by any governmental authority against any property except the Units, the Association shall pay them as a Common Expense. All taxes assessed against an individual Unit are the responsibility of the Owner.

ARTICLE 13. AMENDMENTS OF DECLARATION

Except as provided in Section 3.5, this Declaration may be amended as follows:

13.1 PROPOSAL. The full text of a proposed amendment shall be included in or with the notice of the meeting at which the proposed amendment is to be considered. A resolution for the adoption of an amendment may be proposed by either the Board of Directors or twenty-five percent (25%) of the Unit Owners.

13.2 APPROVAL. Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing if it is delivered to the secretary at or before the meeting. The amendment must be approved by at least fifty-one (51%) of the persons entitled to vote.

13.3 LIMITATIONS. No amendment shall discriminate against any Owner nor against any Unit unless the affected Owners consent. No amendment shall change any Unit nor the share

in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses unless the Owner of the Unit affected consents in writing to the amendment, nor change the non-profit character of the Association. No amendment shall be effective unless all Institutional Mortgagees, or if the amendment affects only certain Units, Institutional Mortgagees holding mortgages on the affected Units, consent in writing to the amendment.

13.4 RECORDING. A copy of each Declaration amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment is effective when the certificate is recorded in the public records of Sarasota County.

ARTICLE 14. BYLAWS

The operation of this Association shall be governed by the Bylaws. The Bylaws may be amended as provided in the Bylaws.

ARTICLE 15. REMEDIES FOR VIOLATIONS

Each Owner is governed by and shall comply with the Condominium documents and regulations and as they are amended from time to time. Failure of an Owner to comply with the Condominium documents or regulations entitles the Association or other Owners to the following relief in addition to the remedies provided by the Condominium Act and other pertinent law:

15.1 NEGLIGENCE. An Owner is liable for the expense of maintenance, repair or replacement rendered necessary by his or her negligence or by that of a member of his or her family or his or her guests, employees, agents or lessees, but only to the extent that the expense is not met by the proceeds of insurance carried by the Association. An Owner shall pay the Association the amount of any increase in its insurance premiums caused by the use, misuse, occupancy or abandonment of Unit or its appurtenances or of the Common Elements by the Owner.

15.2 COMPLIANCE AND DEFAULT. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration of Condominium, Articles of Incorporation, Bylaws and Rules adopted by the Board of Directors, as amended from time to time. Failure of a Unit Owner to comply therewith shall entitle the Association or any Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

15.3 COSTS AND ATTORNEYS' FEES. In any proceeding arising out of an alleged failure or refusal of a person or Unit Owner to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation, Bylaws, or the Rules adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled

Proposed Amended And Restated Declaration Of Condominium Of
Polynesian Gardens, A Condominium

to recover the costs of the proceeding and reasonable arbitration, mediation, prelitigation, trial or appellate attorneys' fees and costs incurred therein or incident to any such proceeding.

15.4 NO WAIVER OF RIGHTS. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the rules adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

15.5 AUTHORITY TO LEVY FINES. In addition to other remedies provided to the Association for enforcement of the rules and restrictions, the Association may also levy a fine against any Unit Owner for failure of the Unit Owner or of a family member, tenant, occupant, guest, licensee or invitee to comply with this Declaration of Condominium, the Bylaws or Association rules, in accordance with Section 718.303(3) of the Florida Statutes, as amended from time to time. A fine shall not be a lien against an Owner's Unit.

ARTICLE 16. TERMINATION OF CONDOMINIUM

(a) The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

(1) If it is determined that the Units shall not be reconstructed because of major damage, the Condominium may be terminated under Article 9.

(2) By unanimous agreement of the Owners and institutional and approved mortgagees.

(3) If the buildings become obsolescent and the Board of Directors so determines, a meeting of the Members to consider the determination shall be called. If persons entitled to vote the ownership of at least fifty-one percent (51%) of the Common Elements and all institutional and approved mortgagees approve the determination of obsolescence, the Condominium shall be terminated.

(b) The termination of the Condominium shall be evidenced by a certificate of the Association executed in the manner required for a conveyance of land certifying the facts effecting the termination. Termination is effective when the certificate is recorded in the public records of Sarasota County.

(c) After termination of the Condominium the Owners own the Condominium Property and all assets of the Association as tenants in common in undivided shares that are the same as the undivided shares in the Common Elements appurtenant to their Units before termination.

(d) After termination and before distribution of assets to Members of the Association, the Association shall continue to have and exercise all powers that are necessary and proper to dispose of Condominium Property and effect distribution to the Members. After distribution or after complete arrangements for distribution, the Association shall be dissolved. Expenses of termination are a Common Expense.

(e) When termination has become effective, each Owner shall immediately convey all of his or her interest in the Condominium to the Association by warranty deed, subject to current taxes, institutional and approved mortgages of record, easements of record and the Condominium documents. The Board of Directors shall sell all of the property of the Condominium and the Association at public or private sale. The price and terms of the sale shall be subject to approval of all Institutional Mortgagees. After the sale of the property the Board of Directors shall pay all institutional and approved mortgages on a Unit out of the Owner's share of the proceeds of the sale. The mortgagees shall execute satisfactions of the mortgages regardless of whether or not paid in full. If there is a balance remaining after payment of the mortgages, the Board of Directors shall pay it to the Owner. If there is more than one Owner or if there is a dispute about the validity or amount of mortgages, the Board of Directors shall make payment to all Owners and mortgagees and all of them shall forthwith release any claims to the Condominium Property.

ARTICLE 17. MISCELLANEOUS

17.1 SEVERABILITY. The invalidity or unenforceability in whole or in part of any covenant or restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the Articles of Incorporation, Bylaws or Rules shall not affect the remaining portions hereof.

17.2 BINDING EFFECT. All provisions of this Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked.

17.3 APPLICABLE STATUTES. The validity, application and construction of this Declaration and its exhibits shall be governed by the laws of Florida, particularly the Condominium Act, as amended from time to time.

17.4 CONFLICTS. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. In the event of any conflict, the Condominium documents shall take priority in the following order: this Declaration of Condominium, Articles of Incorporation, Association Bylaws and then the Association Rules and Regulations, all as amended from time to time.

17.5 HEADINGS AND CAPITALIZATION. The headings of articles or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

17.6 INTERPRETATION. The provisions of this Declaration shall be liberally construed to affect the purpose of creating a uniform plan for the operation of a Condominium in accordance with the laws made and providing for the same. The terms of this Declaration, Articles of Incorporation, Bylaws and Rules shall not be construed in favor of or against the Association or a Unit Owner in the event of arbitration or litigation.

17.7 FACILITIES ACQUISITION. The Association may acquire or enter into agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the land described in Exhibit "A", for the enjoyment, recreation or other use or benefit of the Owners. The authority under this Article 17 extends to future acquisitions and agreements. The expenses of rental, membership fees, operations, replacements and other undertakings concerning the acquisitions and facilities are Common Expenses. The Association may adopt covenants and restrictions concerning the use of the lands and facilities by the Owners that are reasonably necessary for the use and benefit of all Owners.

Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

PROPOSED AMENDED AND RESTATED

BYLAWS OF POLYNESIAN ASSOCIATION, INC.

*[Substantial rewording of Association Bylaws. See existing
Association Bylaws and amendments for present text.]*

ARTICLE 1. IDENTIFICATION

These are the Bylaws of POLYNESIAN ASSOCIATION, INC. (herein the “Association”), a corporation not for profit under the laws of the State of Florida, organized for the purpose of providing an entity pursuant to the Condominium Act, as it may be amended from time to time, for the operation and management of the affairs and property of POLYNESIAN GARDENS, A CONDOMINIUM, located in Sarasota County, Florida, and to perform all acts provided in the Declaration of Condominium, the Articles of Incorporation, these Bylaws and the Condominium Act.

1.1 PRINCIPAL OFFICE. The principal office of the Association shall be located at 2477 Stickney Point Road, 118A, Sarasota, FL 34231. The Board of Directors of the Association may change the location or address of the principal office of the Association from time to time.

1.2 CORPORATE SEAL. The seal of the Association shall bear the name of the corporation, the word “Florida,” the words “Corporation Not for Profit” and the year of incorporation. Alternatively, the words “Corporate Seal” or “Seal” may serve as the seal of the Association. In no event shall a seal be required to validate corporate actions unless specifically required by law.

ARTICLE 2. DEFINITIONS

The terms used herein shall have the same definitions as stated in the Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes), unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined by the Declaration of Condominium or by the Condominium Act, the Board shall provide a reasonable definition of the term or may adopt any standard

dictionary definition of the term. Additionally, in these Bylaws corporate refers to the Association and Member or Members means the Owner or Owners of Units in the Condominium, but in reference to voting means the person entitled to cast the vote attributable to Unit ownership.

ARTICLE 3. MEMBERSHIP AND VOTING

3.1 MEMBERS. The Members of the Association shall consist of all of the record Owners of Units in the Condominium or, after termination of it, the Owners at the time of termination.

3.2 VOTING. Every Member entitled to vote at a meeting of Members is entitled to one (1) vote on each proposal presented at the meeting for each Unit recorded in his or her name in the public records of the county where the Condominium is located. If a Unit is owned by one (1) person, his or her right to vote is established by the record title to the Unit. If a Unit is owned by more than one (1) person, the person entitled to cast the vote conferred by the Unit ownership shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the secretary of the Association. The certificates remain valid until revoked or superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote conferred by Unit ownership may be revoked or superseded by any Owner of the Unit. If a certificate is not on file, the vote conferred by the Unit ownership shall not be considered in determining a quorum or for any other purpose. The records showing who is entitled to vote shall be produced at a meeting of Members on the request of a Member. The act of a majority of those voting at a meeting of Members at which a quorum is present is the act of the Members.

ARTICLE 4. MEMBERS' MEETINGS

4.1 ANNUAL MEETING. The annual meeting of the Members shall be held at a place in Sarasota County, date and time to be set by the Board, provided that no annual meeting shall be scheduled for a date which is more than thirteen months (13) after the preceding annual meeting.

4.2 SPECIAL MEETINGS. Special meetings of the Members shall be held when directed by the President or the Board or when requested in writing by persons having the right to cast a majority of the votes entitled to vote at the meeting, which request shall state a valid purpose or purposes of the proposed meeting. A meeting requested by the Members shall be called for a date not less than fourteen nor more than thirty days (30) after the request is delivered to the President. The call for a meeting shall be issued by the Secretary unless the President or Board of Directors designates another person to do so. The business conducted at a special meeting shall be limited to the matters identified on the meeting's published agenda.

4.3 NOTICE OF MEETING. Notice of a meeting of Members shall state the date, time, place and the purpose(s) for which the meeting is called. The notice shall include an agenda. A copy of the notice shall be conspicuously posted at the designated location on the Condominium

Property not less than fourteen (14) continuous days before the membership meeting. The notice of any Members' meeting shall be sent by mail, hand-delivery or facsimile to each Owner unless the Owner waives in writing the right to receive notice of the meeting. The notice may be sent to an Owner by email if the Owner consents to such transmission. The delivery or mailing shall be to the address of the Member as it appears on the Association's official roster of Members. Each Member bears the responsibility of promptly notifying the Association of any change of address. Proof of notice shall be given by affidavit of the person providing the notice where required by law.

4.4 WAIVER OF NOTICE. Notice of specific meetings may be waived before or after the meeting. The attendance of any Member at an Association meeting shall constitute such Member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.5 ELECTRONIC TRANSMISSION. Notice of meetings of the Board, Members' meetings (except Owner meetings to recall Directors), and committee meetings may be given by electronic transmission to those Owners who consent to receive notice by electronic transmission. Also, in lieu of or in addition to the physical posting of notice of any meeting on the Condominium Property, 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 Association. However, 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 (4) times every hour of each day that a posted notice is otherwise required under this section. When 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 agenda.

4.6 QUORUM AND VOTING. A quorum at Members' meetings shall consist of persons entitled to cast not less than a majority of the votes of the entire membership. The acts approved by a majority of the votes present (in person or by proxy) at a Members' meeting at which a quorum is attained shall be binding upon all Members for all purposes, except where otherwise provided by law, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws. Owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by the applicable Bylaws or Declaration or any statute which provides for such action.

4.7 PROXIES. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person or persons authorized to cast the vote for the Unit and filed with the Secretary prior to the appointed time of the meeting, or before the time to which the meeting is adjourned. 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.

4.8 LIMITED PROXIES. Except as specifically otherwise provided in this Section 4.8, Owners may not vote by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies may be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Declaration of Condominium, the Articles of Incorporation, or Bylaws; and for any other matter for which the Florida Condominium Act requires or permits a vote of the Owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive matters or changes to items for which a limited proxy is required and given.

4.9 ORDER OF BUSINESS. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

- (a) Call of the roll and certifying of proxies
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading and disposition of unapproved minutes
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of inspectors of election
- (g) Election of directors
- (h) Unfinished business
- (i) New business
- (j) Adjournment

Such order may be waived in whole or in part by direction of the President or the chairperson of the meeting.

4.10 ADJOURNED MEETINGS. The Members who are present, either in person or by proxy, may adjourn any membership meeting from time to time as they deem appropriate. Any business that might have been transacted at the meeting as originally called may be transacted at an adjourned meeting without further notice to the Owners if the date, time and place of the meeting is announced prior to the adjournment of the meeting. If business will be transacted at the adjourned meeting that was not in the original agenda, the Association must re-notice the meeting as required by Section 4.3 hereof.

4.11 MINUTES OF MEMBERSHIP MEETINGS. The minutes of all meetings of Unit Owners shall be kept available for inspection by Unit Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes permanently or as otherwise required by the Condominium Act as amended from time to time.

4.12 ACTION WITHOUT A MEETING BY WRITTEN AGREEMENT. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Association Secretary within ninety (90) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the Members at a meeting of the Members held on the ninetieth (90th) day. Within thirty (30) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4.13 ONLINE VOTING. The Association may conduct elections and other Owner votes through an Internet-based online voting system if an Owner consents, in writing, to online voting and if the requirements specified in the Condominium Act regarding online voting are met.

ARTICLE 5. BOARD OF DIRECTORS

5.1 NUMBER AND TENURE. The affairs of the Association shall be managed by a Board of five (5) Directors. Each Member of the Board of Directors shall be elected to serve a two (2) year term. The term of each Director's service shall extend until the Director's successor is duly elected and qualified or until the Director's earlier resignation, removal or death.

5.2 POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such is specifically required.

5.3 QUALIFICATIONS. Each Director shall be an Owner or Co-Owner of a Unit in the Condominium and be at least eighteen (18) years of age.

5.4 ELECTION OF DIRECTORS. The election of Directors shall be held at the annual membership meeting, in the manner provided by law and as follows:

A. At least sixty (60) days before a scheduled election, the Association shall mail or hand-deliver, whether by separate Association mailing or included in another Association mailing (including regularly published newsletters) to each Owner entitled to vote, a first notice of the date of the election. Any Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days before the scheduled election. If furnished to the Association by a Director candidate not less than thirty-five (35) days prior to the election, the Association shall include with

the mailing of the second notice of election a one-sided candidate information sheet, not larger than eight and a half inches (8½”) by eleven inches (11”). The Association is not responsible for the content of the candidate information sheet. At least fourteen (14) days before and not more than thirty-four (34) days prior to the election meeting, the Association shall mail or hand-deliver a second notice of the membership meeting to all Owners entitled to vote, together with all timely-provided candidate information sheets and a written ballot which shall list alphabetically by surname all Director candidates who timely provided written notice to the Association. The Association shall pay the costs of mailing and copying of the candidate information sheets.

B. Additional written ballots will be available for use by those Owners attending the meeting in person. An Owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance, but no Owner shall permit another person to cast his or her ballot, and any such improperly cast ballot shall be deemed invalid.

C. If more persons are timely nominated than there are vacancies to be filled, the election shall be by secret ballot cast in the manner required by the Condominium Act. The nominees receiving the greatest number of votes cast shall be elected. Voting shall be non-cumulative. In the event of a tie vote, there shall be a runoff election as required by law. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In such a case, the candidates shall automatically be elected and their names announced at the annual Members’ meeting.

D. There shall be no quorum requirement for an election of Directors; however, at least twenty percent (20%) of the eligible voters must cast a ballot to have a valid election.

5.5 VACANCIES. Except as to vacancies provided by removal of a majority of the Directors by Members (which shall be filled in the manner provided by the Condominium Act), vacancies in the Board of Directors may be filled by the remaining Directors for the balance of the unexpired term.

5.6 REMOVAL. Any Director may be removed with or without cause by the vote or agreement in writing by a majority of all the Voting Interests of the Association in the manner provided in the Condominium Act.

5.7 ORGANIZATIONAL MEETING. The organizational meeting of a newly-elected Board shall be held immediately following or within ten (10) days of the membership meeting at which the Director election occurred, at such date, place, and time as shall be fixed by the Board. Notice of the organizational meeting shall be posted at the designated location on the Condominium Property at least forty-eight (48) continuous hours in advance of the meeting. The outgoing President will preside as Chairperson for the meeting until the election of the new President who shall thereupon assume the duties as chairperson for the remainder of the meeting.

5.8 REGULAR MEETINGS; NOTICE; MEMBER PARTICIPATION. This provision and all notice requirements contained herein shall apply to any Board gathering where at

least a majority of the Board meets to discuss or consider Association business, regardless of the name or designation of the meeting, including but not limited to “workshops,” “work sessions,” or any other similarly named meetings. Regular meetings of the Board shall be held at such dates, times and places as shall be determined by the President or by a majority of the Directors. Notice of all meetings at which a quorum of Directors are in attendance shall be posted at the designated location or locations on the Condominium Property (as designated by a duly-adopted Association Resolution) at least forty-eight (48) continuous hours in advance for the attention of the Members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for an emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which Assessments are to be considered shall contain a statement that Assessments will be considered and the nature of such Assessments. Written notice of any Board meeting at which a special Assessment, or at which an amendment to rules regarding Unit use will be considered, shall be mailed, hand-delivered or electronically transmitted to the Owners not less than fourteen (14) continuous days prior to the meeting and posted at the designated location on the Condominium Property. Evidence of compliance with this fourteen (14) day notice shall be by affidavit of the person providing the notice, and filed among the official records of the Association. All meetings of the Board shall be open to Members of the Association. Subject to reasonable rules of the Board, the Members of the Association may speak at the Board meeting on any agenda item, and may videotape or audiotape the Board meeting.

5.9 SPECIAL MEETINGS. Special meetings of the Board may be called by the President, and must be called by the President or Secretary at the written request of a majority of the Directors. The request shall specifically incorporate an identification of agenda items. Special meetings of the Board shall be noticed and conducted in the same manner as provided herein for regular meetings. All notices of special meetings shall state the purpose of the meeting.

5.10 NOTICE TO BOARD MEMBERS; WAIVER OF NOTICE. Notice of Board meetings shall be given to all Directors personally or by mail, telephone, or facsimile, which notice shall state the date, time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Additionally, a Director may consent in writing to receive notification by electronic transmission (e-mail). Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

5.11 QUORUM. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of the votes present at a meeting when a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, Articles of Incorporation or these Bylaws. A Board 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 Board Member may vote as if physically present. A speaker must be used so that the conversation of such Board Members may be heard by the Board Members attending in person as well as by any Unit Owners present at a meeting.

5.12 ORDER OF BUSINESS. If a quorum has been attained, the order of business at Board meetings shall be, to the extent applicable:

- (a) Calling of roll
- (b) Proof of due notice of meeting
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of Officers and Committees
- (e) Election of Officers, if applicable
- (f) Unfinished business
- (g) New business
- (h) Adjournment

Such order may be waived in whole or in part by direction of the presiding officer of the meeting.

5.13 COMPENSATION. No compensation shall be paid to directors or officers but they may be reimbursed, if approved the Board, for expenses paid by them for the Association.

ARTICLE 6. POWERS AND DUTIES OF BOARD

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration of Condominium, the Articles of Incorporation or these Bylaws may not be delegated to the Board of Directors by the Unit Owners. These powers and duties of the Board of Directors shall include without limitation the following:

- (a) To enter into all contracts for the conduct of the affairs of the Association.
- (b) To buy, hold, sell, assign and convey corporate property when authorized by the Declaration.
- (c) To expend Assessments for the purposes of the Condominium.
- (d) To do everything necessary or proper to accomplish the purposes stated in the Articles of Incorporation.
- (e) To employ, dismiss and control personnel required to operate the Condominium.
- (f) To contract for the management of the Condominium and Common Elements and to delegate all powers and duties of the Association except those that the Declaration, Articles of Incorporation, or these Bylaws require the Board of Directors or Members only to perform.
- (g) To adopt, amend and rescind regulations to govern the operation and use of the Condominium, its property, the Common Elements and any leased recreational or other facilities. The regulations shall be uniform and shall not conflict with the Declaration or these Bylaws.

ARTICLE 7.
EMERGENCY BOARD POWERS

7.1 EMERGENCY POWERS UNDER CHAPTER 617, F.S. In the event of any “emergency”, as defined in Subsection 7.1 G below, the Board may exercise the emergency powers described in this Section 7.1, and any other emergency powers authorized by Sections 617.0207 and 617.0303, Florida Statutes, as amended from time to time.

A. The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers whom they assist during the period of the emergency, to accommodate the incapacity or absence of any officer of the Association.

B. The Board may relocate the principal office, or designate alternative principal offices or authorize the officers to do so.

C. During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

D. Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

E. Any officer, Director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

F. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

G. For purposes of this Section 7.1 only, an “emergency” exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject to:

- (1) a state of emergency declared by local civil or law enforcement authorities;
- (2) a hurricane watch or warning;
- (3) a partial or complete evacuation order;
- (4) federal or state “disaster area” status; or

(5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An “emergency” also exists for purposes of this Section 7.1 during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, including, but not limited to, a hurricane, earthquake, or act of terrorism. A determination by any two (2) Directors, or by the President or by a Director and the manager that an emergency exists shall have presumptive quality.

7.2 EMERGENCY POWERS UNDER CHAPTER 718, F.S. In response to damage caused by an event for which a state of emergency is declared pursuant to Section 252.36, F.S., as amended from time to time, in the locale in which the Condominium is located, the Board may, but is not required to, exercise the emergency powers stated in Section 718.1265, F.S., as amended from time to time, including, but not limited to, the following:

- A. The Board may cancel and reschedule any Association meeting.
- B. The Board may, based upon advice of emergency management officials or public health officials or upon the advice of licensed professionals retained by or otherwise available to the Board, determine any portion of the Condominium Property or Association 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.

Reasons for this Section 7.2 being utilized include, but are not limited to, hurricane and pandemic.

ARTICLE 8. OFFICERS

8.1 OFFICERS. The Association shall have a President, who shall be a director, one or more Vice Presidents, a Secretary and a Treasurer. They shall be chosen by the Board of Directors at its annual meeting and shall serve until their successors are chosen and qualify. All other officers and agents shall be chosen, serve the terms and have the duties that the Board of Directors prescribes. A person may not hold more than one office. All officers shall be Owners, co-owners or officers of corporate Owners of Units in the Condominium. Not fewer than two (2) officers shall be residents of Sarasota County, Florida. All Officers serve at the pleasure of the Board of Directors and can be removed from their Officer position by the Board.

8.2 PRESIDENT. The President is the chief executive officer of the Association, shall have general management of the business and affairs of the Association subject to the directions of the Board of Directors, shall preside at meetings of Members and the Board of Directors and appoint Members of committees that he or she deems appropriate in the conduct of the affairs of the Association.

8.3 VICE PRESIDENT. The Vice President, or the Vice President holding the oldest appointment to that office if there is more than one, shall act as President in the absence or inability to serve of the President. Vice Presidents shall perform the other duties prescribed by the Board of Directors.

8.4 SECRETARY. The Secretary shall have custody of and maintain all the corporate records except the financial records, shall record the minutes of meetings of the Board of Directors and Members, send notices of meetings required to be sent by him or her and perform the other duties prescribed by the Board of Directors.

8.5 TREASURER. The Treasurer shall have custody of corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts of them when required by the President or Board of Directors and at the annual meeting of Members and shall perform the other duties prescribed by the Board of Directors.

8.6 REMOVAL. An officer may be removed by a majority vote of the directors at any meeting of the Board of Directors.

8.7 COMPENSATION. There shall be no compensation for Officers, although they can be reimbursed for expenses properly incurred in furtherance of Association business if approved by the Board of Directors.

ARTICLE 9. RESIGNATIONS

Any Director, officer or Committee Member may resign his or her position at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. Within three (3) days of resignation from his or her position, the former Director, officer or Committee Member must return all Association Property, including all Association records.

ARTICLE 10. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and the Condominium Act shall be supplemented by the following:

10.1 BUDGET. The Board of Directors shall adopt a budget for each fiscal year that includes the estimated funds needed to pay all expenses required to be paid by the Association under the Declaration, these Bylaws or any contract of the Association, including the estimated funds required to defray the Common Expenses and to provide and maintain funds for reserves for the Condominium. If an item of proper expense is omitted from the budget, the budget shall be amended to include the item. The budget may also include amounts for additions to the

Condominium when the additions have been approved as required by the Declaration. Copies of the proposed budget, and a notice stating the time, date and place of the meeting of the Board at which the budget will be considered, shall be hand delivered to each Unit Owner, mailed to each Unit Owner at the address last furnished to the Association by the Unit Owner, or electronically transmitted to the location furnished by the Unit Owner for that purpose, not less than fourteen (14) days before that meeting.

10.2 ASSESSMENT. Annual Assessments shall be paid in equal monthly installments on the first day of each month. The Board of Directors has the power to establish other collection procedures. The Association shall provide the Owners annual notice of the amount of the payments. If an annual budget is not adopted or notice of a budget or payments is not provided to the Owners, the preceding budget or amount of payments shall continue until such budget is adopted or such notice is provided, as applicable. If the annual Assessment proves to be insufficient, the Board may amend the budget and Assessments at any time, subject to the pertinent notice and approval requirements.

10.3 SPECIAL ASSESSMENTS. The Board may levy special Assessments for expenses beyond those included in the annual budget.

10.4 DEPOSITORY. The funds of the Association shall be kept in such bank or banks, savings and loan Association or other federally insured depository or depositories as shall be designated from time to time by the Board. Withdrawal of funds from such accounts shall be only by electronic transfers approved by or checks or other appropriate instruments signed by such persons as are authorized by the Board.

10.5 FINANCIAL REPORTING. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty-one (21) days after the financial report is completed by the Association or received by the Association from a third party, the Association shall mail to each Owner at the address last furnished to the Association by the Owner, or hand-deliver to each 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 Owner, without charge, upon receipt of a written request from the Owner. Financial statements (whether it be a report of cash receipts and expenditures, a compiled financial statement, a reviewed financial statement or an audited financial statement) shall be based on the Association's total annual revenues as provided in section 718.111(13), Florida Statutes. The Board may elect to provide a greater level of financial reporting than required by the Condominium Act. As provided in Section 718.111(13)(c), Florida Statutes, the Owners may vote to reduce the level of financial reporting prepared or caused to be prepared. Such a meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which such vote is taken.

10.6 FIDELITY BONDS. Fidelity bonds shall be required of all persons who control or disburse funds of the Association (i.e., those individuals authorized to sign checks and President, Secretary and Treasurer of the Association). The fidelity bonds or insurance policy must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds are a Common Expense.

10.7 FISCAL YEAR. The corporate fiscal year shall be as set by the Board of Directors from time to time.

10.8 ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT. If an Owner shall be in default in the payment of an installment of an Assessment, the Board may accelerate the remaining installments of the Assessment upon not less than twenty (20) days' notice to the Owner, delivered by certified mail, return receipt requested, and then the total unpaid balance of the annual Assessment shall come due and payable upon the date stated in the notice. If determined in the best interest of the Association, the Board may by written notice to the Owner decelerate amounts previously accelerated.

10.9 EMPLOYEE COMPENSATION. The Board of Directors shall determine the compensation to be paid to corporate employees.

ARTICLE 11. ROSTER OF UNIT OWNERS

Each Unit Owner shall file with the Association a copy of the recorded deed or other document showing his, her, or their ownership of a Unit. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Each Unit Owner shall provide and maintain with the Association the Unit Owner's current mailing address, Unit identification, voting certifications, and telephone numbers. Each Unit Owner has the duty to promptly notify the Association of any change of address or other pertinent information. The Association shall also maintain the electronic mailing addresses of Unit Owners who consent to receive notice by electronic transmission.

ARTICLE 12. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the Condominium Act, Florida Not For Profit Corporation Act, case law, the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or rules and regulations adopted from time to time by the Board to regulate the participation of Unit Owners at Board, membership, and Committee meetings, and to otherwise provide for orderly corporate operations. The failure to strictly conform to these rules of order shall not invalidate an otherwise validly undertaken action.

ARTICLE 13. AMENDMENTS

These Bylaws may be amended in the following manner:

13.1 PROPOSAL AND NOTICE. Notice of the subject matter of a proposed amendment shall be included in or with the notice of the membership meeting at which a proposed amendment is to be considered and such notice shall contain the full text of the Bylaws to be

amended; new words shall be inserted in the text underlined, and words to be deleted shall be indicated by strike throughs. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and strike throughs as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

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

13.2 APPROVAL. A proposed amendment must be approved by not less than a majority of the Association's Voting Interests. Such vote shall occur at an annual or special membership meeting called in whole or in part for that purpose.

13.3 DISCRIMINATION; CONFLICT. No amendment shall discriminate against a Unit Owner nor against any Unit or class or group of Units unless the Unit Owners affected consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration.

13.4 RECORDING. A copy of each amendment shall be incorporated in or attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws. The certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the public records of the county where the Condominium is located.

ARTICLE 14. RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt, amend or add to rules and regulations governing the use of Units, Common Elements, Limited Common Elements, Condominium Property, Association Property, the operation of the Association, and any other recreational facilities or services made available by the Association. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board of Directors to each Unit Owner upon request, and shall be valid and enforceable notwithstanding whether recorded in the public records.

ARTICLE 15. CONSTRUCTION AND CAPTIONS

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

ARTICLE 16.
DOCUMENT CONFLICT

If any irreconcilable conflict should exist, or hereafter arise, the documents shall take precedence and prevail in the following order: (1) Declaration of Condominium; (2) Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations.

Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

PROPOSED AMENDED AND RESTATED

ARTICLES OF INCORPORATION OF POLYNESIAN ASSOCIATION, INC.

*[Substantial rewording of Articles of Incorporation. See existing
Articles of Incorporation and amendments for present text.]*

ARTICLE 1. NAME OF CORPORATION AND PRINCIPAL OFFICE

The name of the corporation shall be POLYNESIAN ASSOCIATION, INC. (herein “the Association”). The principal office of the Association shall be located at 2477 Stickney Point Road, 118A, Sarasota, FL 34231. The Association Board of Directors (herein “the Board”) may change the location of the principal office of the Association from time to time.

ARTICLE 2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended, hereinafter called the “Condominium Act,” for the operation of POLYNESIAN GARDENS, a Condominium (herein “the Condominium”), located in Sarasota County, Florida, and to perform all acts provided in the Declaration of Condominium and Exhibits annexed thereto and in Chapter 718, Florida Statutes (herein the “Condominium Act”). The Association shall not be operated for profit.

ARTICLE 3. DEFINITIONS

The terms used herein shall have the same definitions as stated in the Declaration of Condominium and the Condominium Act unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined by the Declaration of Condominium or by the Condominium Act, the Board shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.

ARTICLE 4. POWERS

4.1 GENERAL POWERS. The Association shall have all of the statutory and common law powers of a corporation not for profit and all of the powers and duties set forth in the Florida Not for Profit Corporation Act (Chapter 617, Florida Statutes), the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, and Bylaws of the Association, all as amended from time to time, except as may be limited or otherwise provided by these Articles of Incorporation or by law. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and Bylaws.

4.2 SPECIFIC POWERS. The specific powers of the Association shall include but not be limited to those powers described in the Bylaws.

ARTICLE 5. MEMBERS AND VOTING RIGHTS

5.1 MEMBERSHIP AND VOTING RIGHTS. The Members of the Association shall consist of all of the record Owners of Units in the Condominium or, after termination of it, the Owners at the time of termination. Each Condominium Unit shall be entitled to one (1) vote at Association membership meetings, regardless of the number of Owners. The manner of exercising voting rights shall be determined by the Bylaws. If the Association acquires a Unit, the vote conferred by that Unit is suspended and shall not be voted until the Unit is transferred to another bona fide Owner.

5.2 CHANGE OF MEMBERSHIP. After receiving the written approval of the Board as required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The Board may, in its sole discretion, require a certified copy of a deed or other instrument to be provided to it. The Owner designated by such instrument thus automatically and immediately becomes a Member of the Association and the membership of the prior Owner is terminated simultaneously.

ARTICLE 6. INCOME DISTRIBUTION

The Association shall issue no stock and make no distribution of income to its Members or Directors.

**ARTICLE 7.
TERM**

The term for which this Corporation shall exist shall be perpetual, unless dissolved according to law.

**ARTICLE 8.
BOARD OF DIRECTORS**

The affairs and operation of the Association shall be managed by a governing Board called the Board of Directors. The Bylaws shall provide for the number, election, removal, qualification and resignation of the Directors and for filling vacancies on the Board.

**ARTICLE 9.
BYLAWS**

The Bylaws of the Association may be amended as provided in the Bylaws.

**ARTICLE 10.
AMENDMENTS**

These Articles of Incorporation may be amended in the following manner:

10.1 NOTICE. The text of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is to be considered.

10.2 PROPOSAL AND ADOPTION. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by an instrument in writing directed to the President or Secretary signed by not less than ten percent (10%) of the Voting Interests of the Association.

To be approved, the amendment must receive the affirmative vote of at least seventy-five percent (75%) of those present and voting in person or by proxy at a membership meeting duly called for such purpose at which a quorum is present.

10.3 LIMITATION ON AMENDMENTS. No amendment shall make any changes in the qualifications for membership or the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

ARTICLE 11. INDEMNIFICATION

11.1 INDEMNIFICATION. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, officer or committee Member of the Association, against expenses (including reasonable attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceedings, unless: (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that the person did not act in good faith, nor in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that the person had reasonable cause to believe the conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful. It is the intent of the membership, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors and committee Members as permitted by Florida law.

11.2 EXPENSES. To the extent that a Director, officer, or committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 above, or in defense of any claim, issue or matter therein, the person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in connection therewith.

11.3 ADVANCES. Expenses incurred in defending a civil or criminal action, suit or administrative proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee Member to repay such amount unless it shall ultimately be determined that the person is not entitled to be indemnified by the Association as authorized in this Article 11, or as otherwise permitted by law.

11.4 MISCELLANEOUS. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 INSURANCE. The Association shall have the power to purchase and maintain insurance with reasonable deductibles on behalf of any person who is or was a Director, officer,

or committee Member against any liability asserted against the person and incurred in any such capacity, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article 11 to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

ARTICLE 12.
REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be 2477 Stickney Point Road, 118A, Sarasota, FL 34231, and the registered agent at such address will be Argus Property Management. The Board may change the registered agent and office from time to time as permitted by law.



Voter Instructions

Welcome to BeckerBALLOT online voting. Please make sure your electronic voting consent form is on file with the Association and your email address on file is current. Please be sure to use the email address you provided on your consent form to register below. Use of a different email address may result in your inability to register to vote.

Before you begin:

it is suggested that you add: contact@beckerballot.app to your contact list/address book if you haven't already done so. This will ensure that emails from the system get through to you and do not get sent to your SPAM folder.

STEP 1 REGISTER YOUR ACCOUNT

- After your association administrator has set up a voting portal for your association, **you will be invited via email to set up your account**. Click on the link in the email invitation, confirm your email address and then create a password.
- The vote for which you are registering may not yet be live at the time of your registration. Please check your email invitation to confirm the start time for your association's vote.
- If your community is required to use voting certificates for units with multiple owners or units owned by business entities, only the person named on that voting certificate will be permitted to cast a vote online.

Please Sign In

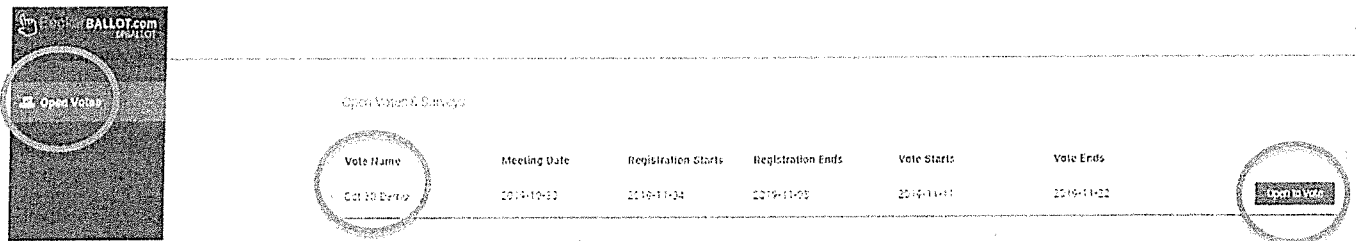
Your Email Address

Enter A Password

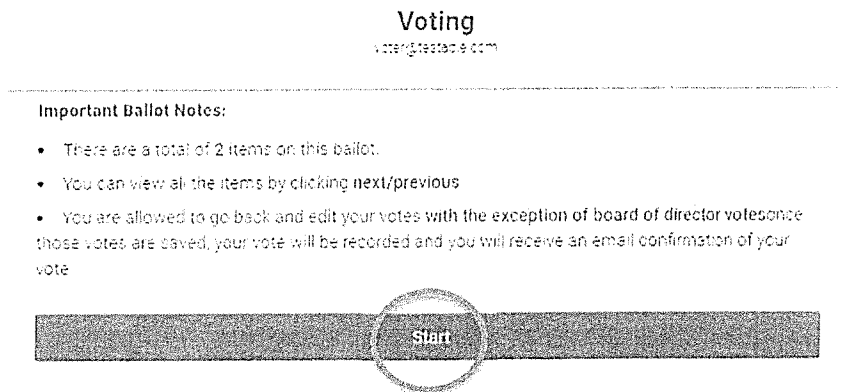
Remember Me ☐ [Forgot Password](#)

STEP 2 LOG IN AND VOTE

- During a live voting period, you may login with your credentials and view any open vote on your **Dashboard**. Please allow yourself sufficient time to register and vote within the allotted registration and voting time frames.
- Select **Open to Vote**. A window will open to start the voting process.



- Select **Start** to begin.



STEP 3 SELECT YOUR VOTING CHOICES

- Answer the question then click **Next**.
- To go back, click **Previous**.

Voting
voting.testable.com

Vote Item #1

Should we pass this amendment?

☐ No
☒ Yes

Previous **Next**

- If there are any **Attachments** related to a question, select the link to view the attachment.
- Once your votes are complete, click **Review your choices**

Voting
voting.testable.com

Vote Item #2

Who should we elect?

Select up to 7 candidates

☒ SMITH, Jane
 Attachment #1

Previous **Review your choices**

STEP 4 SUBMIT YOUR BALLOT

- Review your selections for accuracy then cast your vote by selecting the **Save your votes** button.
- Votes for election of directors are final and irrevocable once you click Save your votes. Other votes may be changed as desired until such time as the live vote closes.

Voting
voting.testable.com

These are the selections you have made to all the vote items, please review before you save

Amendment vote
Should we pass this amendment?

☒ Yes

Election of directors
Who should we elect?

☒ SMITH, Jane

Save your votes

Stand Easy

- You will receive a message in the portal as well as an email confirmation that your vote has been recorded.
- The email will include your vote specifics.

Voting Complete

Thank you, your vote has been recorded
You can close this window.

If you have any questions, please visit www.BeckerBALLOT.com