

**AMENDED AND RESTATED BYLAWS  
OF  
ROLLING RIDGE RV RESORT CONDOMINIUM ASSOCIATION, INC.**

**This amendment is a substantial rewording of the Bylaws of Rolling Ridge RV Resort Condominium Association, Inc., (the “Bylaws”). Please see the Bylaws recorded at Official Records Book 3434, Page 605 and re-recorded at Official Records Book 4093, Page 2270 and amended at Official Records Book 4093, Page 2282 all of the Public Records of Lake County, Florida for present text.**

WHEREAS, the original Bylaws of Rolling Ridge RV Resort Condominium Association Inc., was originally recorded at Official Records Book 3434, Page 602 as Exhibit “C” to the Declaration of Condominium of Rolling Ridge RV Resort, a Condominium recorded at Official Records Book 3434, Page 537 and re-recorded at Official Records Book 4093, Page 2270 as Exhibit “C” to the Amended and Restated Declaration of Condominium of Rolling Ridge RV Resort, a Condominium recorded at Official Records Book 4093, Page 211 all of the Public Records of Lake County, Florida (hereinafter “Original Bylaws”); and

WHEREAS, an amendment to the Original Bylaws was previously recorded and said First Amendment to The Bylaws was recorded at Official Records Book 4043, Page 2282 as part of Exhibit “C” to the Amended and Restated Declaration of Condominium of Rolling Ridge RV Resort, a Condominium recorded at Official Records Book 4093, Page 211 of the Public Records of Lake County, Florida (“First Amendment to the Bylaws”); and

WHEREAS, the Members have determined that it is in the best interest of the Members and the Association to restate and amend said Original Bylaws and the First Amendment to the Bylaws for the purpose of eliminating possible ambiguity in the terms of the Original Bylaws and First Amendment to The Bylaws and to make the Bylaws consistent with the Declaration, as amended, and Florida law.

NOW THEREFORE, pursuant to the authority in Article 9.3 of the Original Bylaws, the Board of Directors by not less than 2/3 votes of all directors and the Members by not less than a majority vote of the Voting Interests present, in person or by proxy, at a duly called meeting of the Association hereby restate and amend in its entirety the Original Bylaws and the First Amendment to the Bylaws.

This Amended and Restated Bylaws of Rolling Ridge RV Resort Condominium Association, Inc., specifically and completely supersedes and replaces the Original Bylaws and the First Amendment to the Bylaws.

## **ARTICLE 1** **IDENTITY**

These are the Amended and Restated Bylaws of ROLLING RIDGE RV RESORT CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, (the "Association"), and under the Articles of Incorporation which have been filed in the office of the Secretary of State.

1.1 **Purpose.** The Association has been organized for the purpose of administering the condominium known as ROLLING RIDGE RV RESORT, A CONDOMINIUM (the "Condominium"), in accordance with Chapter 718, Florida Statutes ("Chapter "718"), and the Declaration of Condominium for Rolling Ridge RV Resort, a Condominium (the "Declaration"), both as amended from time to time.

1.2 **Office.** The office of the Association shall be at 20285 US Hwy 27, Clermont, Florida 34715, and meetings of the members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

1.3 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

1.4 **Seal.** The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation Not-for-Profit," and the year of incorporation.

1.5 **Definitions.** All capitalized terms used in these Bylaws but not defined herein shall have the same meaning as ascribed to them in the Declaration and Articles of Incorporation, unless the context otherwise requires. These Amended and Restated Bylaws shall hereafter be referred to as the "Bylaws".

## **ARTICLE 2** **MEMBERSHIP AND VOTING PROVISIONS**

2.1 **Membership.** Voting by membership in the Association shall be as set forth in Section 2.5 below. Transfer of ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee.

2.2 **Voting.** Each Member shall be entitled to one (1) vote at Association meetings for each Lot they own in the Condominium ("Voting Interest ").

2.3 **Quorum.** Unless otherwise provided herein, the presence in person or by proxy of members representing fifty percent (50%) of the total Voting Interests eligible to vote shall constitute a quorum, and decisions shall be made by the vote of a majority of the Voting Interests present in person or by proxy at a meeting at which a quorum is present. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat

shall have the power to adjourn the meeting from time to time, with notice posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance of such rescheduled meeting, until a quorum as aforesaid shall be present or are represented. Action undertaken at a meeting at which a quorum was established shall constitute valid acts of the Members even though during such meeting less than a quorum shall have been present.

2.4 **Proxies.** Votes may be cast in person or by proxy in accordance with controlling law, including Chapter 718. All proxies shall be in writing and signed by the person entitled to vote. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting 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. Each proxy shall specifically set forth the name of the person voting by proxy, the name of the person or entity authorized to vote the proxy, and the date the proxy was given. Each proxy shall contain the date, time and place of the meeting for which the proxy is given and if a limited proxy shall set forth those items which the holder of the proxy may vote, and the manner in which the vote is cast. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place. If such provision is not made, substitution is not authorized. Every proxy shall be revocable at any time at the pleasure of the Member executing it.

2.5 **Voting.** In any meeting of the Members, Owners shall be entitled to cast one vote for each Lot owned as follows:

- a. If a Lot is owned by one person, that person's right to vote shall be established by the record title to the Lot. Except as provided below, if a Lot is owned by more than one (1) person, those persons (including husbands and wives) shall decide among themselves who shall cast the vote of the Lot. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Lot shall be presumed to have the authority to do so unless the President or the Secretary is otherwise notified.
- b. **Corporation.** If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be the President unless another person is designated in a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be an Owner.
- c. **Partnership or Limited Liability Company.** If a Lot is owned by a general or limited partnership or a limited liability company, a partner or managing member shall be entitled to cast the vote for the Lot, unless another officer, employee, or person is designated in a certificate signed by the general or managing partner or managing member and filed with the Secretary of the Association. Such a person need not be an Owner.
- d. **Trust.** If a Lot is owned by a Trust, then the Trustee shall be entitled to cast the vote for the Lot, unless another person is designated in a certificate signed by the Trustee and filed with the Secretary of the Association. Such person need not be an Owner.

The certificates, if provided to the Secretary of the Association, shall be valid until revoked or superseded by a subsequent certificate or until a change occurs in the ownership of the Lot concerned. The certificate shall be revoked in the same manner that it was established, as set forth above.

### **ARTICLE 3** **MEMBERS' MEETINGS**

3.1 **Time, Place, and Date.** All meetings of the Members shall be held at such time as shall be designated by the Board and stated in the notice of the meeting and shall be open to all Members.

3.2 **Notice.** Notice of all annual or special Members' meetings stating the time and place thereof shall be mailed, electronically transmitted, or delivered to each Member of Lot unless notice is waived in writing. Such notice shall be sent or delivered in writing to the Member at his or her address or email address as it appears on the books of the Association and shall be sent by mail, hand delivered, or electronically transmitted to the Members not less than fourteen (14) days prior to the date of the meeting. An affidavit of delivery or United States Postal Service certificate of mailing shall be retained in the records of the Association as proof that such notice was mailed, delivered by hand, or electronically transmitted. In addition, a notice of the meeting shall be posted at a conspicuous place on the Condominium Property, which location shall be duly adopted by the Board, upon notice to the Members, at least fourteen (14) days prior to said meeting. Members may waive notice of specific meetings and may take action by written agreement without meetings pursuant to the requirements of Section 617.0701(4), Florida Statutes, as amended from time to time. Where Special Assessments against Members are to be considered for any reason at a Members' meeting, the notice shall contain a statement that Special Assessments will be considered and shall specify the nature of any such assessment.

3.3 **Special Members' Meetings.** Special Members' meetings shall be held whenever called by the president or by a majority of the Board and must be called by Board Members upon receipt of a written request from fifty percent (50%) of the Voting Interests (except for special meetings to recall members of the Board which only require ten percent (10%) of the Members' vote). Unless otherwise set forth in the notice of special meeting, as provided for above, all special meetings shall be held at 20285 US Highway 27, Clermont, Lake County, Florida. Business transacted at all special meetings shall be confined to the subjects stated in the notice thereof.

3.4 **Annual Members' Meeting.** The annual meeting shall be held at such time, date and place as shall be designated by the Board in the notice of the annual meeting to the Members. The annual meeting shall be for the purpose of electing directors and transacting any other business authorized to be transacted by the Members. At the annual meeting, the Members shall elect by plurality vote (cumulative voting prohibited), a Board, and shall transact such other business as may properly be brought before the meeting.

3.5 **Action by Written Agreement.** Members may take action by written agreement, without conducting meetings, on all matters for which action may be taken at meetings pursuant to the requirements of Section 617.0701(4), Florida Statutes, as amended from time to time. However, waiver of reserves pursuant to Florida Statutes shall occur only at a duly called meeting of the Members, and not by written agreement.

3.6 **Approval or Disapproval.** The approval or disapproval of Members upon any matter, whether or not the subject of an Association meeting, shall be by the Member entitled to vote as designated under Article 2 hereunder.

3.7 **Adjournment.** If any meeting of Members cannot be organized because a quorum has not been achieved, a majority of the Members who are present, either in person or by proxy, may adjourn the meeting from time to time, with notice posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance of such rescheduled meeting, until a quorum is present. If a quorum has been obtained, the meeting can be adjourned by a majority vote of the Voting Interests present, in person or by proxy, to a different date and time.

3.8 **Order of Business.** The order of business at Annual Members' meetings shall be as indicated by the Board in the notice of the meeting.

3.9 **Minutes of Meetings.** The minutes of all meetings of the Members and the Board shall be kept in a book available for inspection by Members, or their authorized representatives, and Board members at any reasonable time. The Association may retain minutes for a period to be determined by the Board; provided, however, said period shall not be less than seven (7) years, unless a lesser period of retention is allowed by law.

3.10 **Recording Devices.** Any Member may tape record or Videotape a meeting of the Members, subject to reasonable rules adopted by the Division of Condominiums, Timeshares, and Mobile Homes (the "Division"), or the Board in accordance with applicable law.

## **ARTICLE 4** **DIRECTORS**

4.1 **Number and Qualification.** The affairs of the Association shall be managed by a Board who shall be Members. The Board shall consist of not less than three (3) nor more than five (5) directors. Within these limits, the Board may from time to time increase or decrease the number of persons to serve on the Board; provided, however, that the Board shall always consist of an odd number of members. Where Lots are owned by corporations, the officers, directors, employees or other appointed representatives of said corporations shall be eligible to serve on the Board on behalf of the Association.

4.2 **Election.** Election of directors shall be conducted in the manner permitted under Chapter 718 as amended from time to time. In addition, to the extent that the provisions are not inconsistent with Chapter 718, the following shall apply:

a. Members of the Board shall be elected by a majority of the votes cast at an annual meeting of the Members. There shall be no cumulative voting.

b. Except for recall of a Board member pursuant to Section 718.112(2)(i), Florida Statutes, as amended from time to time, vacancies on the Board including vacancies arising due to an increase in the number of Board members may be filled by the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director, as the case may be. A director appointed to fill a vacancy in office shall serve the remainder of the term to which he/she is appointed. A vacancy pursuant to a recall shall be filled pursuant to the requirements of Section 718.112(2)(i), Florida Statutes, as amended from time to time.

**4.3 Term.** Members of the Board who are elected by Members at the annual meeting of Members shall serve for:

a. one (1) year until the next annual meeting of the Members and thereafter, unless and until his successor is duly elected or qualified, or

b. until he is removed in the manner elsewhere provided, or

c. at its option, the current Board may vote to have a staggering term in which one (1) current Board Member is to remain on the Board for a second (2nd) term. At a duly noticed Board meeting, the current Board Members shall vote which current Board Member will remain on the Board for a second term. The Board member to remain does not have to hold the same position in the second (2<sup>nd</sup>) year term.

**4.4 Board Member Certification.** Within 90 days after being elected or appointed to the Board, the newly elected or appointed director must submit a certificate of having satisfactorily completed the educational curriculum administered by a division-approved condominium education provider within one (1) year before or 90 days after the date of election or appointment. All directors must satisfactorily complete the education curriculum administered by a division-approved condominium education provider every term. Any director who fails to timely file the written annual certification and annual educational certificate is suspended from service on the board until he or she complies. The Board may temporarily fill the vacancy during the period of suspension.

**4.5 New Board Organizational Meeting.** The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary as to any director provided that a quorum of Directors is present.

**4.6 Regular Board Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or electronically transmitted at least five (5) days prior to the date named for such meeting unless such notice is waived. Notice of all meetings of the Board shall be posted in a conspicuous place

on the Condominium Property for the benefit of Members at least forty-eight (48) hours in advance of such meeting, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Upon notice to the Members, the Board, or the Management Company if applicable, shall in the duly adopted Rules and Regulations designate a specific location on the Condominium Property or Association Property upon which all notices of Board meetings shall be posted. All meetings of the Board shall be open to all Members, except for meetings between the Board or a committee and the Association's attorney when such meeting is held for the purpose of seeking or rendering legal advice or Board Meetings regarding personnel matters. A Member may tape record or videotape Board Meetings subject to any reasonable rules adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes, and adopted by the Board. A Member may speak at Board Meetings with reference to all designated agenda items subject to any reasonable Rules and Regulations adopted by the Board governing the frequency, duration and manner of Member's statements.

4.7 **Special Directors' or Board Meetings.** Special meetings of the directors may be called by the president and must be called by the secretary at the written request of one-third (1/3) of the votes of the Board. Not less than two (2) days notice of the meeting shall be given personally or by mail, telephone or electronically transmitted, which notice shall state the time, place and purpose of the meeting.

4.8 **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Any director's attendance at a meeting shall constitute a waiver of the notice of that meeting.

4.9 **Quorum.** A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting where a quorum is present shall constitute the acts of the Board except as specifically otherwise provided herein or in the Declaration. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At the adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice to the directors.

4.10 **Compensation.** Directors' fees, if any, shall be determined by the Members.

4.11 **Removal of Directors.** Directors may be removed from the Board pursuant to Section 718.112(2)(j), Florida Statutes, as amended from time to time.

## **ARTICLE 5**

### **POWERS AND DUTIES OF THE BOARD**

All of the powers and duties of the Association provided in the Declaration, these Bylaws and the Articles of Incorporation, all as amended from time to time, shall be exercised by the

Board, including those existing under the common law, and Chapter 718 and 617 of the Florida Statutes. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation and these Bylaws, all as amended from time to time.

## **ARTICLE 6** **OFFICERS**

6.1 **Executive Officers.** The executive officers of the Association shall be a president, a vice-president, a secretary, and a treasurer, all of whom shall be directors. Any person may hold two or more offices except that the president shall not also be the vice-president, secretary or treasurer, or assistant secretary or assistant treasurer.

6.2 **Election of Executive Officers.** The executive officers shall be elected annually by the Board at any meeting.

6.3 **Other Officers.** The Board shall from time to time elect such other officers and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.

6.4 **Term.** The officers of the Association shall hold office until their successors are elected or appointed. Any officer elected or appointed by the Board may be removed at anytime, with or without cause, by the Board, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board.

6.5 **President.** The president shall be the chief executive of the Association. He or she shall have all of the powers and duties which are usually vested in the office of president including, but not limited to, the power of appointing committees from among the Members from time to time, as he or she may in his or her discretion determine appropriate, to assist in the conduct of the affairs of the Association.

6.6 **Vice-President.** The Vice-President shall function as the assistant to the President and serves as President of the Board when the President is absent or unable to perform. He or she also shall exercise such other powers and perform such other duties as are incident to the office of the Vice-President of an association and as may be required by the directors or the President.

6.7 **Secretary.** The secretary shall keep the minutes of the proceedings of the directors and the Members in a book available for inspection by the directors and Members, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. He or she shall attend to the giving and serving of all notices required by law. He or she shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He or she shall perform all

other duties incident to the office of secretary of the Association and as may be required by the directors or the president.

6.8 **Treasurer.** The treasurer shall keep the financial records of the Association and shall keep the assessment rolls, the accounts of the Members, and the books of the Association in accordance with generally accepted accounting practices. He or she shall have custody of all property of Association, including financial records, funds, securities and evidences of indebtedness. He or she shall perform all other duties incident to the office of treasurer of the Association and as may be required by the directors or the president.

6.9 **Compensation.** Officer's compensation, if any, shall be determined by the Board.

## **ARTICLE 7**

### **FISCAL MANAGEMENT**

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

#### 7.1 **Assessments.**

a. Unless otherwise provided by the Board, regular assessments shall be levied and collected in the following manner: (1) assessments for any budget year shall be payable in advance on the first day of January of the budget year (or at such other times as determined by the Board, but no less frequently than monthly); (2) all payments shall be considered delinquent and shall bear interest at the highest rate permitted by law from the date when due until paid; (3) a late charge as set forth in the Declaration. All payments on accounts shall be first applied to any interest that has accrued, then to any late charge, then to any costs and reasonable attorneys' fees incurred in collection, and then to the assessment payment first due. The Board shall have the discretion to increase or decrease the amount of the late charge and/or the interest rate within the limits imposed by law; provided, however, that such increase or decrease shall be made effective by amending the Rules and Regulations and notifying the Members of same. Special Assessments, should such be required by the Board, shall be levied in the same manner as provided for regular assessments, and shall be payable in the manner determined by the Board. If a Member shall be in default in the payment of any assessment, the Association shall have all collection rights available to it under Chapter 718, Florida Statutes. If the lien for any unpaid share of Common Expenses or assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or assessments shall be Common Expenses collectible from all the Members, except to the extent required under Florida law.

b. If a Member shall be in default in the payment of any assessment, the Association shall have the right to collect the assessment due from the Tenant occupying the Member's lot pursuant to Section 718.116(11), Florida Statutes, as amended from time to time. If said Tenant does not pay the assessment, the Association will require the Tenant to vacate the lot.

c. If a Member shall be in default in the payment of any assessment, the Association shall have all collection rights available to it under Chapter 718, Florida Statutes. If the lien for any unpaid share of Common Expenses or assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or assessments shall be Common Expenses collectible from all the Members, except to the extent required under Florida law.

d. The personal liability for assessments shall survive the termination of such Owner's membership in the Association.

e. Notice of any meeting, whether a meeting of the Board or of the Members at which assessments against Members are to be considered for any reason, shall specifically contain a statement that assessments will be considered and the nature of such assessments.

## 7.2 **Budgets.**

a. The Board shall adopt an annual operating budget and an annual reserve budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association and estimates of the income of the Association. The proposed annual operating budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. The annual reserve budget shall include reserve accounts for capital expenditures and deferred maintenance, as required by Chapter 718, Florida Statutes, and the Florida Administrative Code. These accounts shall include, but not be limited to, furniture and fixtures, roof replacement, building painting, pavement resurfacing, and any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount to be reserved shall be computed as required in Chapter 718. These reserve accounts may be waived, or less adequate reserves may be established by a majority vote of the Voting Interests present at a duly called meeting of the Association. The budget shall include, but not be limited to, those items required by applicable law.

b. Copies of the proposed budgets and proposed assessments shall be transmitted at least fourteen (14) days prior to the Board meeting at which the budgets are to be considered, together with a notice of the meeting as required by Section 718.112(2)(e)(1), Florida Statutes, as amended from time to time. The meeting shall be open to all Members. If a budget adopted by the Board requires assessment against the Members in any fiscal or calendar year in excess of 115% of the assessments for the preceding year, the Board shall conduct a special meeting of the Members to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all Voting Interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver to each Member, mail to each Member at the address last furnished to the Association, or electronically transmit to the Member, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing such compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Members may

consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all Voting Interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled. In determining whether assessments exceed 115% of similar assessments in prior fiscal year, any authorized provisions for reasonable reserves for repair or replacements of the Condominium Property, expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property shall be excluded from the computation..

7.3 **Association Funds.** The funds of the Association shall be maintained as determined by the Board from time to time upon resolutions approved by the Board and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board. Obligations of the Association shall be signed by at least two officers of the Association; provided, however, that the provisions of any Management Agreement executed by the Association relative to the subject matter in this section shall supersede the provisions thereof.

7.4 **Fidelity Bond.** The Board may, at its option, obtain fidelity bonding of all officers and directors who control or disburse funds of the Association, as defined in Section 718.111(11)(h), Florida Statutes. The amount of such bonds shall be determined in accordance with Section 718.111(11)(h), Florida Statutes. The premiums on such bonds shall be paid by the Association as a Common Expense.

## **ARTICLE 8** **PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Articles of Incorporation and Bylaws or with the statutes of the State of Florida.

## **ARTICLE 9** **AMENDMENTS**

9.1 **Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. The written notice of a meeting at which an amendment to rules regarding unit use will be considered must be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property at least 14 days before the meeting.

9.2 **Proposal.** An amendment may be proposed by either the Board or by twenty percent (20%) of the Members of the Association. No Bylaws shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws 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 lined through with hypens. 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 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 Bylaw. See Bylaw \_\_\_\_\_ for present text." Nonmaterial errors or omissions in the Bylaw amendment process shall not invalidate an otherwise properly promulgated amendment.

9.3 **Approval.** Except as otherwise provided herein, a resolution adopting a proposed amendment must receive approval of not less than two-thirds (2/3) of all the directors and by not less than a majority vote of Voting Interests present in person or by proxy at a duly called meeting of the Association.

9.4 **Adoption.** An amendment when adopted shall become effective only after being recorded in the Public Records of Lake County, Florida.

## **ARTICLE 10**

### **SEVERABILITY AND CONFORMITY TO STATE LAW**

These Bylaws are to be governed by and construed according to the laws of the State of Florida. If it should appear that any of the provisions hereof are in conflict with the Declaration, the Articles of Incorporation, or any rule of law or statutory provision of the State of Florida, then such provisions of these Bylaws shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to the Declaration, Articles of Incorporation or such rule of law.

## **ARTICLE 11**

### **MANDATORY NON-BINDING ARBITRATION**

Internal disputes arising from the operation of the Condominium among the Developer, the Association, the Owners, their respective agents and assigns, or any or all of them, must be submitted first for resolution through non-binding arbitration if required by Florida law.

## **ARTICLE 12**

### **COMPLAINTS**

Whenever a Member files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Member within thirty (30) days of receipt of such inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The Association may adopt Rules and Regulations

regarding the frequency and manner of responding to Member inquiries, one of which may be that the Association is only obligated to respond to one written inquiry per unit in any given 30-day period, in such case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period or periods as applicable.

### **ARTICLE 13** **CONSTRUCTION**

Whenever the context permits or requires, 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 foregoing were adopted as the Amended and Restated Bylaws of ROLLING RIDGE RV RESORT CONDOMINIUM ASSOCIATION, INC., by at least 2/3 of the Board of Directors and at least a majority of the Voting Interests, in person or by proxy, at a duly called meeting of the Association.