

**AMENDED AND RESTATED BYLAWS OF
TOSCANA ASSOCIATION, INC.
(a Florida not-for-profit corporation)**

WHEREAS, The Declarant turned over control of the Toscana Association, Inc. (the "Association") to the homeowners on October 8, 2009 and the Declarant's separate "Class B" of membership ceased and was converted to the same class of membership of all other owners, and references to "Declarant" in the Declaration or other governing documents serve as historical reference only.

WHEREAS, The undersigned President of TOSCANA ASSOCIATION, INC., and attested to by the Secretary., hereby certifies that the following Amended and Restated Bylaws of Toscana Association, Inc. has been approved by a unanimous approval of the full Board of Directors and affirmative votes of no less than 15% of the Owners pursuant to Article XI of the Bylaws of Toscana Association, Inc. at a duly noticed member meeting on February 23, 2017.

NOW THEREFORE, the Bylaws of Toscana Association, Inc. dated April 21, 2004, and recorded June 10, 2004, at Official Records Book 5336, Page 4945 at Exhibit 2 of the Public Records of Volusia County, Florida, is hereby deleted in its entirety and amended and restated to read as follows:

ARTICLE I
IDENTITY

The following Bylaws shall govern the operation of the subdivision created by the Plat of Sanctuary Subdivision, Phase II as recorded in Plat Book 43, Page 120, Public Records of Volusia County, Florida, ("the Subdivision") and encumbered by the **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TOSCANA, A COMMUNITY LOCATED IN SANCTUARY SUBDIVISION, PHASE II** ("The Declaration") in Volusia County, Florida; a copy of these Bylaws shall be attached to the copy of the Declaration that is recorded in the Public Records of Volusia County, Florida.

Toscana Association, Inc. ("the Association") is a Florida not-for-profit corporation, organized and existing under the laws of the State of Florida for the purpose of administering the subdivision.

Section 1. The office of the Association shall be designated by the Board of Directors.

Section 2. The seal of the corporation shall bear the name of the corporation, the word "Florida", the word "Corporation not-for-profit", and the year of incorporation.

ARTICLE II
DEFINITIONS

Section 1. As used in these Bylaws, the word "corporation" shall be the equivalent of "Association" as defined in said Declaration. All other words and terms used herein shall have

the same definitions as attributed to them in the Declaration.

Section 2. The term "Owner" as used throughout these Bylaws shall be deemed to include Owners of Lots in the Subdivision.

Section 3. "Association" shall mean and refer to Toscana Association, Inc., its successors and assigns.

Section 4. "Property" shall mean and refer to that certain real property described in the Declaration and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded map of the Subdivision, with the exception of the Common Area, and any Home constructed thereon.

Section 7. "Owner" shall mean and refer to the record Owner whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having interest merely as security for the performance of an obligation.

Section 8. "Declarant" shall mean and refer to **JOHN COLLINS**, his successors or assigns; except that The Declarant turned over control of the Toscana Association, Inc. (the "Association") to the homeowners on October 8, 2009 and the Declarant's separate "Class B" of membership ceased and was converted to the same class of membership of all other owners, and references to "Declarant" in the Declaration or other governing documents serve as historical reference only.

Section 9. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court, Seventh Judicial Circuit, for Volusia County, Florida.

Section 10. "Member" shall mean and refer to a person entitle to membership as provided in the Declaration.

ARTICLE III *MEMBERSHIP AND VOTING PROVISIONS*

Section 1. Membership in the Association shall be limited to Owners where this Corporation has been designated the Association to operate and administer said Subdivision virtue of the Declaration. Transfer of ownership, either voluntarily or by operation of law, shall automatically terminate membership in the Association and the membership shall immediately become vested in the transferee.

Section 2. *Voting:* The Owner of each Lot shall be entitled to one vote. If an Owner owns more than one Lot, he shall be entitled to one (1) vote for each Lot owned. The vote of a Lot shall not be divisible. A majority of the Owners' total votes shall decide any question, unless otherwise provided by the Declaration, these Bylaws or the Articles of Incorporation.

Section 3. *Quorum:* Unless otherwise provided, the presence of twenty-five (25%) of the total number of Owners' votes, in person or by proxy, shall constitute a quorum for the purpose of conducting a meeting. The vote conducted at such meeting shall be by majority present, in person or by proxy and entitled to vote thereat, unless otherwise required by the Declaration, these Bylaws or Florida Statutes.

Section 4. *Proxies:* Votes may be cast in person or by proxy. All proxies shall be in writing and shall comply with any requirements of Florida Statutes. Proxies shall be effective only for the specific meeting for which originally given and any continuation thereof after a lawful adjournment. 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 is revocable at any time at the pleasure of the Owner executing it.

Section 5. *Designation of Voting Member:* The record title to a Lot shall establish the right to vote. If a Lot is owned by a corporation, the person entitled to cast the Vote of the Lot shall be designated in a certificate, duly signed by the President, and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Lot shall be known as the "Voting Member". If such certificate is not on file with the Secretary of the Association, the vote of the Lot shall not be considered in determining the requirements for a quorum or for any purpose requiring the approval of a person entitled to cast a vote for the Lot. A certificate shall not be required if a Lot is owned solely by a married couple, and either of them may cast the vote for the Lot in person or proxy without the presence or the signature of the other party. If either spouse files a document with the Secretary of the Association stating that the spouse filing the document does not wish to continue voting for the Lot, a certificate signed by both spouses designating one as the Voting Member must be filed in order to be eligible to vote. Any certificates filed with the Secretary of the Association shall be valid until revoked or until a change in the ownership of the Lot is affected.

ARTICLE IV ***MEETINGS OF MEMBERSHIP***

Section 1. *Place:* Meetings of the Association shall be held at the subdivision property or at such other place and time as shall be designated by the Board of Directors and set forth in the notice of the meeting. All meetings shall be open to all Owners.

Section 2. *Notices:* The Secretary shall provide, by United States mail or delivery, a notice of each annual or special meeting of the Association, setting forth the time and place thereof, to each Owner of record not less than thirty (30) days prior to such meeting. The proposed annual budget, as referenced hereafter, may accompany the notice of annual meeting. The notice of any special meeting of the Association shall set forth the purpose thereof. Notices mailed or served at the recorded address of the Owner shall be deemed sufficient. The post

office certificate mailing shall be retained as proof of such mailing. An officer of the Association shall provide an affidavit, as part of the Association's official records, affirming that a notice of the Association meeting was mailed or delivered in accordance with these provisions.

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

Section 3. *Annual Meeting:* The annual meeting shall be held during the month of March of each year for the purpose of electing Directors and transacting any other business properly called before the meeting. At each annual meeting of the Association, a majority of the voting interests present, in person or by proxy, provided a quorum has been established, shall elect a Board of Directors and transact such oilier business as may be properly brought before the meeting.

Section 4. *Special Meetings:* Special meetings of the Members of the Association may be called by the President or by a majority of the Board of Directors in writing or ten (10%) percent of the Owners entitled to vote, in writing, which request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the objects set forth in the notice thereof.

Section 5. *Waiver and Consent:* Whenever the vote of Members of the Association is required or permitted to be taken in connection with any action of the Association, the meeting and vote of Members may be dispensed with if not less than a majority of the Members entitled to vote upon the action shall consent in writing to such action being taken; however, notice of such action shall be given to all Members, unless all Members approve such action.

Section 6. *Adjourned Meeting:* In the event any meeting of Members of the Association cannot be called because a quorum is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is obtained.

Section 7. *Minutes:* The minutes of all meetings of Owners and the Board of Directors shall be kept in a book available for inspection by Owners, or their authorized representatives, and Board Members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

ARTICLE V DIRECTORS

Section 1. *Number, Term and Qualifications:* The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) or more than five (5) persons as determined from time to time by the Members of the Association. All Directors must be Members of the Association. The term of each Director's service shall extend until the next annual meeting of the Association at which time a successor is duly elected and qualified, or removed as set forth hereinafter. These Bylaws may not restrict any Owner desiring to be a candidate from being nominated from the floor.

Section 2. *Organizational Meeting:* The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days after their election, at such place and time as shall be fixed by the Directors. No further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 3. *Removal of Directors:* Any one or more of the Directors may be removed, with or without cause, by the vote or agreement in writing of a majority of all Owners. A successor may then and there be elected to fill the vacancy thus created. A special meeting of the Owners to recall a Director or Directors may be called by 10% of the Owners, giving notice of the meeting as generally required, and the notice shall state the purpose of the meeting. In the event the Members of the Association fail to elect a successor, the Board of Directors may fill the vacancy in the manner provided hereinafter.

Section 4. *Vacancies:* If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, even though less than a quorum, shall choose a successor, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5. *Disqualification and Resignation of Directors:* Any Director, or committee member, may resign by sending a written notice of such resignation to the Secretary of the Association. Such resignation shall take effect upon receipt by the Secretary. The transfer of title of a Lot, which results in the Director no longer having membership in the Association, shall automatically constitute resignation by such Director. No Member shall serve on the Board should he be more than thirty (30) days delinquent in the Payment of an assessment, and such delinquency for more than thirty (30) days shall automatically constitute a resignation.

Section 6. *Regular Meetings:* The Board of Directors may establish a schedule of regular meetings to be held at such time and place as they may designate. Notice of the meetings shall be given to each Director personally or by regular United States mail at least five (5) days prior to the date of the meeting.

Section 7. *Special Meetings:* Special meetings of the Board of Directors may be called by the President or by a majority of the Members of the Board of Directors, provided notice as set forth above is given to all Directors. All notices of special meetings shall state the purpose of the meetings.

Section 8. *All Meetings Open:* All meetings shall be open to all Owners. Adequate notice of all meetings shall be posted conspicuously on the subdivision property at least 48 hours in advance, except in emergencies. Notice of any meeting in which assessments are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section 9. *Waiver of Notice:* Any Director may waive notice of any regular or special meeting and such waiver shall be deemed equivalent to the receipt by that Director of such

notice. Attendance at any meeting of the Board shall constitute a waiver of the notice by the Director of the time and place of the meeting.

Section 10. *Quorum:* A majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at such meetings, at which a quorum is present, shall be the acts of the Board of Directors. If a quorum is not present, a majority of those present may adjourn the meeting from time to time and any business which may have been transacted at the original meeting may be transacted without further notice at the adjourned meeting.

Section 11. *Compensation:* The Directors shall serve without fee or compensation, but may be entitled to reimbursement of reasonable expenses, if approved by a majority of the Board of Directors.

Section 12. This section is intentionally deleted.

Section 13. *Powers and Duties:* The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, this Association's Articles of Incorporation or these Bylaws directed to be exercised and done by Owners. These powers shall specifically include, but shall not be limited to, the following:

a. To exercise all powers specifically set forth in the Declaration, Articles of Incorporation, in these Bylaws, and in applicable Florida Statutes, and all powers incidental thereto.

b. To appoint officers and grant them the duties it deems appropriate.

c. To make assessments, collect said assessments and use and expend the assessments to carry out the purposes and powers of the Association.

d. To employ, dismiss and control the personnel necessary for the maintenance and operation of the subdivision and of the Common Area and facilities including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.

e. To make and amend regulations respecting the operation and use of the Common Area and Lots therein.

f. To contract for the management of the Subdivision and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or membership of the Association; contract for the management or operation of the Common Area.

g. To further improve the subdivision property, both real and personal; to purchase real property and items of furniture, furnishings, fixtures and

equipment for the Subdivision and the right to acquire and enter into agreements, subject to the provisions of the applicable Declaration, Articles of Incorporation and these Bylaws.

h. To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such Committees shall consist of a least three (3) Members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors and said committees shall keep regular minutes of their proceedings and report the same to the Board of Directors. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by Owners when such is specifically required.

i. To establish rules and regulations for the subdivision, for which violation the Board of Directors may impose and assess fines, suspend rights to use Common Area and take any other action as provided in these documents or Florida Statute.

Section 14. *Turnover:* The Declarant turned over control of the Toscana Association, Inc. (the "Association") to the homeowners on October 8, 2009 and the Declarant's separate "Class B" of membership ceased and was converted to the same class of membership of all other owners, and references to "Declarant" in the Declaration or other governing documents serve as historical reference only.

ARTICLE VI OFFICERS

Section 1. *Positions:* The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

One person may not hold more than one of the aforementioned offices, except one person may serve as both Secretary and Treasurer. The President shall be a member of the Board of Directors.

Section 2. *Election:* The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the annual meeting of the Association.

Section 3. *Appointments:* The Board may appoint such or officers as it deems necessary.

Section 4. *Term:* The officers of the Association shall hold office until their successors are chosen. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by a majority of the entire Board of Directors. Any vacancy shall be filled by the Board of Directors.

Section 5. *President:* The President shall be the chief executive officer of the

Association. He shall preside at all meetings of the Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

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

Section 7. *Secretary:* The Secretary shall issue notices of all Board of Directors meetings and meetings of the Association. He shall attend and keep minutes of all meetings and he shall have charge of all of the Association's books, records and papers except those kept by the Treasurer.

Section 8. *Treasurer:* The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors.

The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever required, an account of all transactions as Treasurer and of the financial condition of the Association.

The Treasurer *shall* collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

The duties of the Treasurer may be filled by a management firm employed by the Association, and said management firm shall fulfill the duties of the Treasurer, and shall have custody of such books of the Association as it determines in its sole discretion and the foregoing shall include any books required to be kept by the Secretary of the Association.

Section 9. *Removal of Officers:* Any one or more of the Officers may be removed, with or without cause, by the vote or agreement in writing of a majority of the Board of Directors. A successor shall then be selected by the Board of Directors to fill the vacancy thus created.

Section 10. *Compensation of Officers:* The Officers shall serve without fee or compensation, but may be entitled to reimbursement of reasonable expenses, if approved by a majority of the Board of Directors.

ARTICLE VII
FINANCES, ASSESSMENTS, MAINTENANCE FEES AND BUDGET

Section 1. *Depositories:* The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Documents evidencing obligations of the Association shall be signed by at least two (2) officers of the Association, provided, however,

Section 2. *Signing of Checks:* The Board shall designate two (2) directors who will be authorized to sign checks for the Association. The Board may designate an additional agent with authority to sign checks. All parties responsible for Association funds may be bonded in such amount as may be determined by the Board of Directors. The premiums shall be paid by the Association. The Association shall bear the cost of bonding its own officers, directors or employees.

Section 3. *Fiscal Year:* The fiscal year for the Association shall begin on the first day of January of each calendar year.

Section 4. *Determination of Assessments:*

a. The Board of Directors of the Association shall fix and determine from time to time the sums necessary for the common expenses of the subdivision. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Area and the Limited Common Area, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto and all other expenses designated as common expenses from time to time by the Board of Directors or under the provisions of the Declaration. The Board of Directors is specifically empowered to make and collect assessments and to maintain, repair and replace the Common Area of the Subdivision. Funds for the payment of the common expenses shall be assessed against the Owners equally, as provided in the Declaration. Special assessments, as may be required by the Board of Directors, shall be levied in the same manner as herein above provided for regular assessments and shall be payable in the manner determined by the Board of Directors. All funds due under these Bylaws or the Declaration are common expenses of the subdivision.

b. A copy of the proposed annual budget of common expenses may be mailed to the Owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The Owners shall be given written notice of the time and place at which the meeting of the Board of Directors shall be held to consider the proposed annual budget of common expenses and such meeting shall be open to all Owners.

If a budget is adopted by the Board of Directors which requires assessment against the Owners in any fiscal or calendar year exceeding 115% of such assessment for the preceding year, a special meeting of the Owners, upon written application of 10% of the Owners,

shall be called by the Board upon no less than ten (10) days written notice to each Owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting the Owners may consider and enact a revision of the budget or recall any and all members of the Board of Directors. In either case, the revision of the budget or recall of any or all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of Owners.

The Board of Directors may in any event propose a budget to the Owners at a meeting of members or by writing, and if such budget is approved by the Owners at the meeting or by a majority of all Owners in writing, such budget shall not thereafter be re-examined by the Owners in the manner herein above nor shall the Board of Directors be recalled. If a meeting of Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

In determining whether assessments exceed 115% of similar assessments for the prior year, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors for repair or replacement of the subdivision property or for the anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. There shall also be excluded from such computation assessment for betterments to the subdivision, provided, however, that so long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the Owners. When the Board of Directors has determined the amount of any assessment, the Treasurer shall mail or present to each Owner a statement of his assessments. All assessments shall be payable to the Treasurer and the Treasurer shall give a receipt for each payment made.

Section 5. *Determination of Maintenance Fee:*

a. The Board of Directors shall fix and determine from time to time the sums necessary and adequate for the maintenance fee. The maintenance fee on such Lots shall include the items specified in the Declaration and these Bylaws.

b. When the Board of Directors has determined the amount of any maintenance fee, the Treasurer shall mail or present to each Owner a statement of said maintenance fee. All maintenance fees shall be payable to the Treasurer and he shall give a receipt for cash payment made to him if so requested.

Section 6. *Application of Payments:* All assessment payments and maintenance fees shall be applied to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances as provided herein and in the Declaration and general or special assessments, in such manner and amounts as the Board of Directors determines in its sole discretion.

Section 7. *Acceleration of Assessment Installments Upon Default:* If an Owner shall be in default in the payment of any installment upon any assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon notice thereof to the Owner.

Thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the Owner.

Section 8. *Financial Reporting:* The Association shall prepare an annual financial report within 60 days after the close of the fiscal year. The Association shall, within the time limits set forth in subsection (5), provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. The financial report must consist of either:

(a) Financial statements presented in conformity with generally accepted accounting principles; or

(b) A financial report of actual receipts and expenditures, cash basis, which report must show: 1) The amount of receipts and expenditures by classification; and 2) The beginning and ending cash balances of the Association.

Section 9. *Application of Surplus:* Any payments to the Association, whether from Owners or otherwise, paid in excess of the operating expenses and other common expenses of the Association shall be kept by the Association and applied against the Association's expenses for the following year.

Section 10. *Budget:* The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classification. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance.

ARTICLE VIII *ADDITIONS AND ALTERATIONS*

There shall be no additions or alterations to the Common Area of the Subdivision which this Association operates and maintains except as specifically provided for in the Declaration.

ARTICLE IX *COMPLIANCE AND DEFAULT*

Section 1. *Violations:* In addition to the authority of the Board of Directors pursuant to Article V, Section 14, hereof, in the event of a violation (other than the nonpayment of an assessment) by the Owner in any of the provisions of the Declaration, these Bylaws or Florida Statutes, the Association through its Board of Directors may notify the Owner by written notice of the violation. The notice shall be transmitted by mail or hand delivery to the Owner. If such violation shall continue for a period of seven (7) days from the date of the notice, the Association shall have the right, through its Board of Directors, to treat such violation as an intentional and material breach and the Association may then, at its option, have the following elections:

a. An action at law to recover for its damage, on behalf of the Association or on behalf of the other Owners;

b. An action in equity to enforce performance on the part of the Owner; or

c. An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Owner as a specific item, which shall be a lien against said Lot, as applicable, with the same force and effect as if the charge were a part of the common expenses for that Lot.

A majority of the Board of Directors may, in addition to any other remedies available, levy a reasonable fine, not to exceed \$100.00 per violation, or such larger amount as may be allowed by law, for failure of an Owner, his tenant, occupant, licensee or invitee, to comply with or abide by any provision of the Declaration, these Bylaws or reasonable rules promulgated by the Board of Directors. Each day of failure to comply or abide may be deemed a separate violation, and fines may be levied for a continuing violation with a single notice and opportunity for hearing, up to \$1,000 in the aggregate. No fine shall become a lien against a Lot and may only be imposed after providing reasonable notice and an opportunity for a hearing pursuant to written procedures and complying with Florida law, which written procedure shall be maintained as part of the Association's permanent records.

Section 2. *Negligence of Owner:* Every Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any Member of his family or his guests, employees, agents or lessees. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing herein contained shall be construed so as to modify any waiver by any insurance company of its rights or subrogation. The expense for any maintenance, repair or replacement shall be charged to said Owner as a specific item which shall be a lien against said Lot or with the same force and effect as if the charge were a part of the common expenses.

Section 3. *Costs and Attorneys' Fees:* In any proceeding arising because of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

Section 4. *No Waiver of Rights:* The failure of the Association or an Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, Articles of Incorporation or these bylaws shall not constitute a waiver of the right of the Association or Owner to enforce such right, provision, covenant or condition in the future.

Section 5. *Election of Remedies:* All rights, remedies and privileges granted to the

Association or Owner; pursuant to any terms, provisions, covenants or conditions of the governing documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted at law or in equity.

ARTICLE X
ACQUISITION OF UNITS ON FORECLOSURE

Section 1. *Acquisition:* At any foreclosure sale of a Lot, the Board of Directors may acquire the Lot in the name of the Association. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, judgment or other encumbrance. The power and authority of the Board of Directors to acquire a Lot at any foreclosure sale shall not be interpreted as any requirement or obligation to so purchase at any foreclosure sale, the provisions hereof being permissive in nature.

Section 2. *Transfer of Lots:* All Owners of Lots shall notify the Association of any transfer or conveyance of said Lot within fifteen (15) days of the date of same. Said notice shall include such information and be in the form that the Association may prescribe from time to time. The Association shall also be provided a copy of the recorded deed of conveyance. The Association may send all notices to the person shown as owner of said Lot in its records and said notice shall be binding as to any other Owner of said Lot where the Association has not been notified as provided herein.

ARTICLE XI
AMENDMENTS TO BYLAWS

The Bylaws may be altered, amended, rescinded or modified at any duly called meeting of the Owners, provided:

- a. Notice of the meeting shall contain a statement of the proposed Amendment.
- b. The Amendment shall require the affirmative vote of the Voting Members casting not less than a majority of the total number of Owner votes.
- c. Any such amendment shall be recorded in the Public Records of the County.
- d. In lieu of a vote at a meeting, the Bylaws may be amended by an instrument signed by at least a majority of the Owners.
- e. No Bylaw may be revised or amended by reference to its title or number only. Proposals to amend these 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 hyphens. 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 Bylaws for present text." Any non-material error or omission in the Bylaw amending process shall not otherwise invalidate an otherwise properly promulgated amendment.

f. Further amendments to the Bylaw under consideration, and any Bylaw(s) directly affected by a change in that Bylaw, may be proposed at the meeting where the amendment is considered.

ARTICLE XII
NOTICES

Any notices required to be sent pursuant to these Bylaws, and for which the Bylaws do not provide a specific procedure, shall be delivered or sent in accordance with the applicable provisions for notices as set forth in the Declaration.

ARTICLE XIII
INDEMNIFICATION

The Association shall indemnify every Director and every Officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him; including attorneys' fees, with respect to any action, suit or proceedings to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XIV
LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the subdivision shall not relieve or release any former Owner or Member from any liability or obligations incurred under or in any way connected with the Subdivision during the period of his ownership and membership or arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XV
LIMITATIONS OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair the subdivision property, the Association shall not be liable for injury or damage caused by a latent condition in the property, or for any injury or damage caused by the elements or by other Owners or persons.

ARTICLE XVI
PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of all meetings unless in conflict with Florida Statutes, the Declaration or these Bylaws.

ARTICLE XVII
LIENS

Section 1. *Protection of Property:* All liens against a Lot, other than from mortgages, tax or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date of attachment of the lien. All taxes and special assessments upon a Lot shall be paid before becoming delinquent.

Section 2. *Notice of Lien or Suit:* A Owner shall give notice to the Association of every lien upon his Lot, other than for mortgages, taxes and assessments, or of every suit or other proceedings which will or may affect title to his Lot or any part of the subdivision property, within five (5) days after the attaching of the lien or the date the Owner receives notice of the suit. All taxes and assessments upon a Subdivision Lot shall be paid before becoming delinquent.

Section 3. *Failure to Comply:* Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE XVIII
RULES AND REGULATIONS

Section 1. The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing the operating, use, maintenance, management and control of the Common Area and any facilities or services available to Owners. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place and copies shall be furnished to each Owner upon request.

Section 2. The Board of Directors, from time to time, may adopt or amend previously adopted Rules and Regulations with respect to the use and maintenance of the Subdivision Lots provided, however, that copies of such Rules and Regulations, prior to the time that same become effective, shall be posted in a conspicuous place. Copies of the Rules and Regulations shall be furnished to an Owner upon his request.

Section 3. In the event of any conflict between the Rules and Regulations adopted or amended and the subdivision documents, or conflict between the same and the applicable Florida Statutes, the Subdivision documents shall prevail. The provisions of the Declaration shall prevail in any unreconciled conflict arising with respect to interpretation of these Bylaws and the Declaration.

ARTICLE XIX
TRANSFER FEES AND LEASES

The Association may charge a reasonable fee upon the transfer of any Lot.

Each Owner who rents a Lot shall use an Association approved lease, which includes notice to Tenants of the existence of the Declaration of Covenants and Restrictions, Rules and Regulations and other governing documents, and upon execution of a lease, provide copies of all executed leases to the Association within ten (10) days of execution.

ARTICLE XX
ARBITRATION

All internal disputes arising from operation of the subdivision between and among Owners, the Association, their agents and assigns, and not resolved by discussion and negotiation, may be resolved by reference to voluntary, binding arbitration, upon agreement of the parties or court order.

The foregoing Bylaws were adopted as the Bylaws of **TOSCANA ASSOCIATION, INC.**, at the first meeting of the Board of Directors.

[The Remainder of this page is intentionally blank.
Signature Pages to follow.]

Signed, sealed and attested to this 23 day of February, 2017 in the presence of:

TOSCANA ASSOCIATION, INC., a
Florida not for profit corporation

Michael A. Ferro
WITNESS, print name:

Tracy A Benson
by: Tracy A Benson President

[Signature]
WITNESS, print name:
Paul D. Wiscomi
STATE OF FLORIDA }
COUNTY OF VOLUSIA }

Charles Ellsworth
by: Charles Ellsworth, Secretary

The foregoing instrument was acknowledged before me this 23 day of February, 2017 by Tracy A Benson, as President of, and Charles Ellsworth, as Secretary of Toscana Association, Inc., who are personally known to me or who have produced _____ as identification.



Nancy E. Martin
Print Name: Nancy E. Martin
Notary Public, State of Florida
Notary Commission No. FF912673
My Commission expires: November 8, 2019