AMENDED AND RESTATED BY-LAWS
OF
AZALEA PARK COMMUNITY ASSOCIATION, INC.
A Corporation Not for Profit
March 2018

ARTICLE I. IDENTIFICATION

1.1 Identity: These are the By-Laws of Azalea Park Community Association, Inc., a corporation not for profit organized and existing under the laws of Florida, hereinafter called "Association."

1.2 Purpose: The Association has been organized for the purpose of maintaining, preserving, managing and exercising architectural control over the lots and common property within Azalea Park, a planned community located in the unincorporated area of Manatee County, Florida, in accordance with the "Declaration of Covenants, Conditions and Restrictions for Azalea Park Northwest," herein called the "Covenants," and to promote the health, safety and welfare of the owners and residents of Azalea Park Northwest (herein "Azalea Park"). For the purposes of these By-Laws, the term Azalea Park shall have the meaning set forth in the Covenants.

1.3 Office: The office of the Association shall be at 8701 10th Ave NW Bradenton, Florida 34209 , until otherwise changed by the Board of Directors.

1.4 Fiscal Year: The fiscal year of the Association shall be the calendar year.

1.5 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.

ARTICLE II. MEMBERS

2.1 Qualification: The members of the Association shall consist of all of the record owners of lots in Azalea Park which are subject to the Covenants, in accordance with the Covenants.

2.2 Change of Membership: Change of membership in the Association shall be established by (a) recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a change in record title to a lot in Azalea Park; and (b) the delivery to the Association of a copy of such instrument. Upon the happening of such events, the owner established by such instrument shall thereupon become a member of the Association, and the membership of the prior owner shall be terminated.

2.3 Multiple Owners: When a lot is owned by more than one person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each owner shall be a member of the Association by virtue of being a record owner of an interest in a unit. Lessees of lots shall not be members. All matters of voting shall, however, be determined by a lot basis, as provided in Article III.

2.4 Restraint Upon Assignment of Membership, Shares and Assets: The membership of an owner and the share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his lot.

2.5 Evidence of Membership: There shall be no stock or membership certificates in the Association. Membership shall be determined by ownership as herein provided.

ARTICLE III. VOTING

3.1 3.1 Voting Rights: The member or members who are the record owners of each lot in Azalea Park shall be collectively entitled to one (1) vote for each such lot, as provided in the Covenants and the Articles of Incorporation. If members own more than one lot, they shall be entitled to one vote for each lot owned. A lot vote may not be divided.

3.2 Voting Procedure: The single or multiple owners of each lot who are Regular Members shall have one vote for each lot. All determination of requisite majorities and quorums for all purposes under the Covenants, the Articles of Incorporation and these By-Laws shall be made by reference to the number of lots owned by Regular Members entitled to vote,. Decisions of the Association shall be made by a simple majority of votes entitled to be cast by members represented at a meeting at which a quorum is present, unless a greater percentage is required by the Covenants, the Articles of Incorporation, or these By-Laws.

3.3 Quorum: A quorum shall exist when members entitled to cast a majority of all votes are present, either in person, by designated voting representative or by proxy.

3.4 Designation of Voting Representatives: The right to cast the vote attributable to each lot shall be determined, established and limited pursuant to the provisions of this section:

(a) Single Owner: If the lot is owned by one natural person, that person shall be entitled to cast the vote for his lot.

(b) Multiple Owners: If a lot is owned by more than one person, either as co-tenants or joint tenants, the person entitled to cast the vote for the lot shall be designated by a certificate signed by all of the record owners and filed with the Secretary of the Association.

(c) Life Estate with Remainder Interest: If a lot is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the lot. If the life estate is owned by more than one person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a lot in fee in the same manner as the life tenants own the life estate.

(d) Corporation: If a lot is owned by a corporation, the officers or employees thereof entitled to cast the vote for the lot shall be designated by a certificate executed by an executive officer of the corporation and attested by the Secretary or an Assistant Secretary, and filed with the Secretary of the Association.

(e) Partnership: If a lot is owned by a general or limited partnership, the general partner entitled to cast the vote for the lot shall be designated by a certificate executed by all general partners and filed with the Secretary of the Association.

(f) Trustees: If a lot is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the vote for the lost. Multiple trustees may designate a single

trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for the lost by a certificate executed by all trustees and filed with the Secretary of the Association.

(g) Estates and Guardianships: If a lot is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such lot upon filing with the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship.

(h) Tenants by the Entirety: If a lot is owned by as tenants by the entirety, they may designate a voting member in the same manner as other multiple owners. If no certificate designating a voting member is on file with the Association, and only one of the legal owners is present at a meeting, he or she may cast the vote for their lot without the concurrence of the other owner. If both legal owners are present, they may jointly cast the vote for their lot, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the lot may still be counted for purposes of a quorum.

(i) Leases: If a lot is leased, the owner-lessor shall be entitled to cast the vote for the lot, except that the owner may designate a lessee as the person entitled to cast the vote for the lot by a certificate executed by all owners and filed with the Secretary of the Association.

(j) Certificate: Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. In the absence of a valid certificate, a lot shall not be counted in determining a quorum unless all owners required to execute such certificate are present, in person or by proxy, and such lot owners shall lose their vote on any particular matter unless they concur on the manner in which the vote of the lot is to be cast on that matter.

3.5 Approval or Disapproval of Matters: Whenever the decision of a lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder or record owners is specifically required by the Covenants or these By-Laws.

3.6 Proxies: Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative, or the owner, if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary prior to the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing to the secretary prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. No one person may be designated to hold more than fifteen proxies. In no event shall a proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given.

3.7 Method of Voting: Subject to the provisions of the Covenants, voting may be by roll call, voice vote or by written ballot; provided, however, that whenever written approval is required by the Covenants, or whenever any amendment to the Covenants is proposed, or when any borrowing of funds, pledge, or other disposition of common properties or assets is proposed, the voting shall be by written ballot. Routine matters such as approval of minutes, adjournment, and acceptance of reports, parliamentary questions and social business may be determined by "yeas" and "nays;" provided, that any five voting members, or the chairman, may require a roll call vote or vote by written ballot.

ARTICLE IV. MEETINGS OF MEMBERS

4.1 Annual Meeting: The annual meeting of the members shall be held during the month of March of each year on a day and at a time to be determined by the Board of Directors, provided that notice pursuant to Section 4.3 is given at least 30 days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing Directors, and transacting any other business authorized to be transacted by the members.

4.2 Special Meetings: Special meeting of the members shall be held whenever called by the President, or Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from voting members entitled to cast not fewer than 15% of the total number of votes.

4.3 Notice of Meetings: Notice of all meetings of the members, stating the time, place and objects for which the meeting is called, shall be given by the President or Vice President or Secretary, unless waived in writing. All such notices shall be given in writing to each member at the address, as it appears on the books of the Association, or as the member may have otherwise directed in writing, and shall be mailed or delivered not fewer than ten (10) days, nor more than thirty (30) days, prior to the date of the meeting. A duplicate notice shall be furnished to the designated voting representative if such voting representative is not also an owner. The notice for any meeting at which assessments against lot owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such mailing or delivery shall be given by Affidavit of the person giving the notice. Notice of meetings may be waived in writing before, during or after meetings.

4.4 Place: Meetings of the Association members shall be held at such place in Manatee County, Florida, as the Board of Directors may designate in the Notice of Meeting.

4.5 Adjournments: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

4.6 Order of Business: The order of business at annual meetings, and as far as practical at all special meetings, shall be:

(a) Election of Chairman of the meeting (if necessary).
(b) Calling of the roll and certifying of the proxies.
(c) Proof of notice of the meeting or waiver or notice.
(d) Reading and disposal of any unapproved minutes.
(e) Reports of officers.

(f) Reports of committees.
(g) Election of Directors.
(h) Unfinished business.
(i) New business.
(j) Announcements.
(k) Adjournment.

4.7 Action Without Meeting: Whenever the affirmative vote or approval of the members is required or permitted by the Covenants or these By-Laws, such action may be taken without a meeting if members entitled to cast not fewer than 75% of the votes if such meeting were held, shall agree in writing that such action be taken and waive the necessity of such meeting. Provided, however, that if a greater percentage approval is require, then not less than such percentage must so agree in writing. Provided further that the Covenants, Articles of Incorporation and these By-Laws may not be amended without a meeting. Notice of the action so taken shall be given in writing to all members who did not approve such action in writing within ten (10) days of such approval.

ARTICLE V. DIRECTORS

5.1 Number: The affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors, the exact number to be determined by the members from time to time prior to the annual election of Directors. The Board of Directors shall at all times be comprised of an odd number of members. Until otherwise determined by the members, there shall be five (5) Directors.

5.2 Election of Directors: The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual meeting of the members. A nominating committee of not less than three (3) nor more than five (5) members may be appointed by the Board of Directors not less than thirty (30) days prior to the annual meeting of the members. The nominating committee shall nominate at least one (1) person for each Directorship. Other nominations may be made from the floor, and nominations for additional directorships, if any, created at the meeting shall be made from the floor.

(b) The election shall be by ballots, unless dispensed with by unanimous consent, and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) Any Director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of all lot owners. A special meeting of the lot owners to recall a member or members of the Board may be called by 10% of the lot owners giving notice of the meeting as required for a meeting of lot owners, and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by vote of the members of the Association at the same meeting.

5.3 Term: Subject to the provisions of Section 5.2, the term of each Director's service shall extend to the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

5.4 Qualifications: All Directors shall be members of the Association, An officer of any corporate owner and a general partner of any partnership owner shall be deemed members for the purposes of qualifying for election to the Board of Directors. All directors must maintain good standing with the Association defined as all outstanding assessments (annual dues along with any other assessments as defined in Section 1.04 of the current Covenants) are paid in full or payments on payment plan are up to date.

5.5 Vacancies: Except as otherwise provided herein, if the office of any Director becomes vacant, whether by reason of death, resignation, retirement, disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of Director he is replacing. Vacancies following removal of office pursuant to Section 5.2(c) shall be filled as therein provided

5.6 Disqualification and Resignation: Any Director may resign at any time by sending written notice to the Secretary of the Association. Such resignation shall take effect upon receipt by the Secretary, unless otherwise specified in the resignation. Any Director who must be a member of the Association shall be deemed to have resigned if he transfers his lot so that he ceases to be a member of the Association. In addition, more than three (3) consecutive unexcused absences from regular Board meetings shall be deemed a resignation, which shall be effective upon acceptance by the Board.

5.7 Voting: All voting for the election of Directors shall be as provided in Article III hereof.

5.8 Organization Meeting: The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of its 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 organization meeting shall be necessary.

5.9 Regular Meetings: The Board may, from time to time, establish a schedule of regular meetings to be held at such time and place as the Board may designate. Any regular scheduled meetings may be dispensed with upon written concurrence of not less than two-thirds (2/3) of the members of the Board.

5.10 Special Meetings: Special Meetings of the Directors may be called by the President and must be called by the Secretary or an Assistant Secretary at the written request of one-third of the Directors.

5.11 Notice: Notice of each regular or special meeting shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the meeting date. All notices shall state the time and place of the meeting, and if a special meeting, the purposes thereof. Any Director may waive notice of a meeting before, during or after the meeting, and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall be deemed a waiver of Notice by him. Notice of each regular or special meeting shall be given to the members as required by section 720.303 F.S. as same may be amended from time to time.

5.12 Quorum: A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval of a greater number of Directors is required by the Covenants or these By-Laws.

5.13 Adjourned Meeting: If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.14 Joinder in Meeting by Approval of Minutes: The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes or to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

5.15 Meetings Open: Meetings of the Board of Directors shall be open to all members. Members have the right to attend all meetings of the board. The right to attend such meetings includes the right to speak at such meetings with reference to all designated items. The association may adopt written reasonable rules expanding the right of members to speak and governing the frequency, duration, and other manner of member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for members wishing to speak. Notwithstanding any other law, meetings between the board or a committee and the association's attorney to discuss proposed or pending litigation or meetings of the board held for the purpose of discussing personnel matters are not required to be open to the members other than directors.

5.16 Presiding Officer: The presiding officer at Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the Director present shall designate one of their members to preside.

5.17 Directors' Fees: As compensation for their time and effort Board members shall receive reimbursement of the Regular Assessment on their Lot in arrears provided they serve their full term and were a member of the Board in good standing meaning they were diligent in Board responsibilities and stayed in compliance with the Bylaws, Covenants and any Rules and Regulations.

5.18 Order of Business: The order of business of Directors' meetings shall be:

- Roll call.
- Proof of notice of meetings or waiver of notice.
- Reading and disposal of any unapproved minutes.
- Reports of officers and committees.
- Election of officers, if any.
- Unfinished business.

- Announcements.
- Adjournment.

ARTICLE VI. POWERS AND DUTIES OF BOARD OF DIRECTORS

The Board of Directors shall have all powers, authority, discretion and duties necessary for the administration of the Association and operation of Azalea Park, except as may be reserved or granted to the lot owners, or a specific committee or committees of the Association by the Covenants, Articles of Incorporation, or these By-Laws. The powers of the Board shall include, but shall not be limited to, the following:

6.1 General Powers: All powers specifically set forth in the Covenants, Articles of Incorporation, and these By-Laws, and all powers incident thereto or reasonably to be inferred therefrom.

6.2 Enforcement and Fines: The Board of Directors shall enforce by legal means, provisions of the Covenants, the Articles of Incorporation, the By-Laws and Rules and Regulations for the use of the common property. In the event that the Board of Directors determines that any lot owner is in violation of any of the provisions of the Covenants, By-Laws, Articles or Rules and Regulations, the Board, or an agent of the Board designated for that purpose, shall notify the lot owner of the nature of the violation. If said violation is not cured within five (5) days, or if said violation consists of acts or conduct by the lot owner, and such acts or conduct are repeated, the Board may levy a fine of a sum not exceeding $100per offense against the lot owner or such other amount allowable for fines under Section 720.305 F.S.as amended from time to time. A fine or suspension may not be imposed by the board without adhering to the notice and hearing requirements provided in Section 720. 305 F.S. as same may be amended. If the board imposes a fine or suspension, the association must provide written notice of such fine or suspension by mail or hand delivery to the lot owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner. Each day during which the violation continues shall be deemed a separate offense. A fine may be levied by the board for each day of a continuing violation, with a single notice and opportunity for hearing with no cap on the total amount of such fine. Such fines shall be assessed as a special assessment against the lot owner and shall constitute a lien upon the lot, and may be foreclosed by the Association in the same manner as any other lien; provided that before foreclosure of any lien arising from a fine, the defaulting owner shall be entitled to a hearing before the Board, upon reasonable written notice, specifying the violations charged and may be represented by counsel. In addition, if a member is more than 90 days delinquent in paying any fee, fine, or other monetary obligation due to the association, the Board may suspend the right of any member to use recreational facilities and common areas located on the common property for any period during which any assessment against his lot remains unpaid and delinquent, and may likewise suspend such right for a period not to exceed thirty (30) days for any single infraction of the Rules and Regulations of the Association. An association may suspend the voting rights of a parcel or member for the nonpayment of any fee, fine, or other monetary obligation due to the association that is more than 90 days delinquent. A voting interest or consent right allocated to a parcel or member which has been suspended by the association shall be subtracted from the total number of voting interests in the association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting

interests required to approve an action under this chapter or pursuant to the governing documents. The notice and hearing requirements do not apply to a suspension imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue to the association.

6.3 Budget and Assessments: To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Covenants and these By-Laws.

6.4 Employment: To employ, dismiss, control and contract for personnel and contractors for the administration of the Association, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

6.5 Rules and Regulations: To adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association and operation and use of the common property, subject to the Covenants and By-Laws. Provided, however, that any rules or regulations adopted by the Board may be supplemented, amended or rescinded by affirmative vote of the owners of not less than two-thirds (2/3) of the lots subject to the Covenants. Any such rules or regulations approved by the owners shall not thereafter be amended or rescinded except upon affirmative vote of the owners of not less than two-thirds (2/3) of the lots in Azalea Park subject to the Covenants.

6.6 Committees: To create and disband such committees as the Board may from time to time determine as reasonably necessary or useful in and about the administration of the Association and operation of the Association, and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Covenants, Articles of Incorporation, and By-Laws. All committees of the Association shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board of Directors. Nothing contained herein shall restrict the authority of the members by a majority vote of all Lots and a duly called meeting to create, elect and disband such committees, or from modifying the duties and responsibilities of such committees. Any such action of the members shall not be amended or rescinded except by the members. Nothing contained herein shall be deemed to restrict the authority of the President of the Association from appointing advisory committees not inconsistent with committees created by the Board of Directors and the members. The Architectural Review Committee shall consist of three members appointed by the Board. The Committee members shall select their own chairman. Terms of Architectural Review Committee members shall be for two years, and the terms shall be staggered so that no more than two members are appointed for the same term.

ARTICLE VII. OFFICERS

7.1 Officers and Election: The officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director; a Treasurer, a Secretary and such other officers as may be determined from time to time by the Board, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by a majority vote of all Directors at any meeting. Any person may hold two offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall designate the powers and duties of such other officers as it may create.

7.2 President: The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association; including but not limited to the power to appoint advisory committees from time to time, from among the members or others as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as Chairman at all Board and Membership meetings.

7.3 Vice President: The Vice President shall, in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

7.4 Secretary and Assistant Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notice to the members and Directors, and other notices required by law and the Association documents. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties of the Secretary, when the Secretary is absent. The minutes of all meetings of the members and the Board of Directors shall be available for inspection by members, or their authorized representatives, and Board members at any reasonable time. All such records shall be retained for not less than seven (7) years.

7.5 Treasurer: The Treasurer shall have the custody of all the property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments and he shall perform all other duties incident to the office of Treasurer.

7.6 Compensation: The compensation of all officers and employees of the Association shall be fixed by the Directors. Provisions for Directors' fees as outlined in Section 5.17 shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude contracting with a Director for management services.

7.7 Indemnification of Directors and Officers: Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or on which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7.8 Term: All officers shall hold office until their successors are chosen and qualify.

ARTICLE VIII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Covenants shall be supplemented by the following provisions:

8.1 Accounting: Receipts and expenditures of the Association shall be credited and charged to accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current Expenses: Current expenses shall include all receipts and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves. The balance in this fund at the end of each year shall be applied to reduce the regular assessment for current expenses for the succeeding year or to fund reserves. The current expense classification shall be detailed and shall include, but not be limited to, the following sub-classifications where applicable:

(i) Administration of the Association.

(ii) Management fees.

(iii) Maintenance.

(iv) Rent for recreational other commonly used facilities.

(v) Taxes upon Association property.

(vi) Insurance.

(vii) Security provisions.

(viii) Other expenses.

(ix) Operating capital.

(x) Contingency funds for advancement of special and service assessments.

(b) Reserves for Deferred Maintenance: Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Capital Expenditures and Replacement: Reserves for capital expenditures and replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Additional Accounts: The Board may establish additional accounts for specifically authorized improvements, or other categories consistent with accepted accounting practices, including accounts for improvements, special assessments and service assessments.

8.2 Budget: The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and funds for required reserves, and may provide funds for specifically proposed and approved improvements.

8.3 Procedure: The Board of Directors shall adopt a budget in accordance with the Covenants and Section 720.303 F.S., as same may be amended.

8.4 Assessments: Regular annual assessments against a lot owner for his share of the items of the budget shall be made in advance on or before December 20th preceding the year for which the assessment is made. Such assessment shall be due either annually or, at the discretion of the Board, in four (4) equal quarter annual installments, which shall come due on the 10th day of January, April, July and October of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment with the same quarterly payments until changed by an amended regular assessment. In the event the regular annual assessment proves to be insufficient, the budget may be amended at any time by the Board and a supplementary assessment levied. The supplementary assessment shall be due on the 1st day of the month next following the month in which the supplementary assessment is made or as otherwise provided by the Board of Directors. Special assessments, improvement assessments and service assessments may be made from time to time by Association approval where required. The Association may also charge an administrative late fee not to exceed the greater of $25 or 5 percent of the amount of each installment that is paid past the due date. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment

8.5 Acceleration of Assessments: Upon default in payment the Board may elect to accelerate remaining installments of regular annual, supplementary assessments, and such assessments shall stand accelerated ten (10) days after delivery or receipt of such notice to or by the delinquent lot owner, or twenty (20) days after mailing of such notice by certified or registered mail, whichever first occurs.

8.6 Expenditures: All funds of the Association shall be expended only upon authorization of the Board of Directors. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Funds derived from special assessments, service assessments and improvement assessments, and funds in reserves shall be expended solely for the purpose for which such assessment was made or reserve established. Contingency funds may be expended for any legitimate purpose by action of the Board.

8.7 Depository: The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the Board of Directions. Funds of the Association may be co-mingled or kept in separate accounts, except as otherwise required by the Covenants.

8.8 Financial reporting. : Within 90 days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed by the Association or received from the third party, the association shall 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. Financial reports shall be prepared as stated in Section 720.303 F.S. as same may be amended from time to time. At least every three years, the report shall include a review by a Florida certified public accountant with experience in Florida homeowner's associations.

8.9 Fidelity Bonds: Fidelity Bonds shall be required by the Board of Directors from all persons handling or responsible for the Association's funds. The amounts of such bonds shall be determined by

the Directors of the Association. The premiums on such bonds shall be paid by the Association as a common expense.

ARTICLE IX. PARLIAMENTARY RULES

Roberts Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association, the Board of Directors and Committees of the Association when not in conflict with the Covenants, Articles of Incorporation or these By-Laws.

ARTICLE X. AMENDMENT

These By-Laws may be amended by the members of the Association at any regular or special meeting duly called for that purpose by the affirmative vote of an absolute majority of all votes entitled to be cast. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Covenants or the Articles of Incorporation, except as provided in said Covenants or Articles.

ARTICLE XI. MISCELLANEOUS

The provisions of these By-Laws shall be construed together with the Covenants and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the provisions of the Covenants or Articles, the provisions of the Covenants or Articles shall control unless otherwise specifically provided, terms used herein shall have the meanings set forth in the Covenants. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to implement its obligations and authorities under the Covenants. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. Unless the context shall otherwise require, terms used herein shall have the same meanings as set forth in the Covenants.

The foregoing was adopted as the By-Laws of the Association at the first meeting of the Board of Directors on the 5TH day of MARCH, 2018.

AZALEA PARK COMMUNITY ASSOCIATION, INC.

Attest: _____
Secretary

By: _____
President

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