

Linda Doggett, Lee County Clerk of Circuit Court

INSTR. # 202000133935, Doc Type DOC, Pages 16, Recorded 6/12/2020 at 12:56 PM, Deputy Clerk LHINSPETER ERECORD

Rec Fees: \$137.50

This instrument prepared by:
Christopher J. Shields, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

CERTIFICATE OF AMENDMENT TO THE
SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
AND TO THE
SECOND AMENDED AND RESTATED BYLAWS
FOR
WESTMINSTER COMMUNITY ASSOCIATION, INC.

The Undersigned, being duly elected and acting President and Secretary of WESTMINSTER COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit, do hereby certify that the amendment set forth below was approved, as evidenced by a written statement or ballot manifesting the intention that such amendment be adopted. The amendment was approved and adopted by the votes indicated for the purposes of amending the SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WESTMINSTER COMMUNITY ASSOCIATION, INC. and the SECOND AMENDED AND RESTATED BYLAWS OF WESTMINSTER COMMUNITY ASSOCIATION, INC. recorded at Instrument No. 2012000069159, and as may have been subsequently amended, in the Public Records of Lee County, Florida. The original Declaration and Bylaws were recorded in Official Records Book 2667, Page 3249, et seq., in the Public Records of Lee County, Florida.

Whereas the following amendment was approved by the affirmative vote of not less than $66 \frac{2}{3}$ of all voting interests, in person or by proxy, voting at a duly noticed Membership Meeting of the Association:

Resolved: That the SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WESTMINSTER COMMUNITY ASSOCIATION, INC. be, and hereby is, amended, and that the amendments to the aforementioned document are adopted in the form attached hereto as Exhibit "A" and made a part hereof; and

Whereas the following amendment was approved by the affirmative vote of not less than $\frac{2}{3}$ of all voting interests, in person or by proxy, voting at a duly noticed Membership Meeting of the Association:

Resolved: That the SECOND AMENDED AND RESTATED BYLAWS OF WESTMINSTER COMMUNITY ASSOCIATION, INC. be, and hereby is, amended, and that the amendments to the aforementioned document are adopted in the form attached hereto as Exhibit "B" and made a part hereof; and

Further Resolved: That the Officers and Directors are hereby instructed and authorized to cause the aforementioned documents to be filed in the public record, together with a Certificate of Amendment.

Dated this 2nd day of June, 2020

WITNESSES (2):

WESTMINSTER COMMUNITY ASSOCIATION, INC.

Sign: [Signature]
Print: VICKI R. STEPHENSON

Sign: [Signature]
Print: RICHARD B. SIDWELL
Title: PRESIDENT

Sign: [Signature]
Print: KEITH A. STEPHENSON

WITNESSES (2):

ATTEST:

Sign: [Signature]
Print: VICKI R. STEPHENSON

Sign: [Signature]
Print: TIMOTHY J. BARANEK
Title: SECRETARY

Sign: [Signature]
Print: KEITH A. STEPHENSON

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization this 2nd day of June, 2020, by RICHARD B. SIDWELL, as President of WESTMINSTER COMMUNITY ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who (check one) is personally known to me, or produced the following identification:

(Notary Seal/Stamp)

Notary Public - State of Florida



Sign: [Signature]
Print: VICKI R. STEPHENSON
My Commission Expires: 8/17/22

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization this 5th day of June, 2020, by TIMOTHY BARNWELL, as Secretary of WESTMINSTER COMMUNITY ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who (check one) is personally known to me, or produced the following identification:

(Notary Seal/Stamp)



Notary Public - State of Florida

Sign: [Signature]
 Print: VICKI R STEPHENSON
 My Commission Expires: 8/17/22

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Exhibit A

AMENDMENT TO THE
SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
WESTMINSTER COMMUNITY ASSOCIATION, INC.

The Second Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Westminster Community Association, Inc., as recorded in the Public Records of Lee County, Florida at Instrument No. 2012000069159, as may have been subsequently amended, and as originally recorded in Official Records Book 2667, Page 3249, *et. seq.*, shall be amended as follows (otherwise, all provisions shall remain the same):

Note: Language to be added is underlined and language to be deleted is ~~struck through~~.

* * * * *

Article 3 – THE COMMUNITY ASSOCIATION’S PURPOSES AND POWERS.

Article 3, Sections 3 through 3.8, and Section 3.10 shall remain unchanged. Sections 3.9 and 3.11 shall be amended as follows:

3.9 Official Records. The official records of the Community Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt by the Community Association of a written request for access. This requirement may be complied with by having a copy of the official records available for inspection or copying within the Community. The Community Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Community Association may charge a reasonable fee per page for copies made on the community Association’s photocopier. If the Community Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Community Association may have copies made by an outside vendor or Community Association management company personnel and may charge the actual cost of copying, including any reasonable costs involving personnel fees and charges at an hourly rate for vendor or employee time to cover administrative costs to the vendor or Community Association. The Community Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to Members and prospective Members, and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

The Association reserves the right to create and maintain a website available to all Owners. The Association may publish all meeting agenda and minutes of all meetings required by statute. In addition, the Association may publish current copies of the Declaration of Covenants.

Conditions, Restrictions and Easements for Westminster Community Association, Inc., the Articles of Incorporation for Westminster Community Association, Inc., the Bylaws of Westminster Community Association, Inc., the Architectural Review Guidelines and all Rules and Regulations adopted by the Board of Directors for Westminster Community Association, Inc., all as amended from time to time. The Association may, but is not required to, make the website available for neighborhood and condominium associations to post their records and documents.

~~Pursuant to Section 720.303(5)(c), Florida Statutes (2011), the Association may publish and disseminate personal identifying information of an Owner, including but not limited to electronic mailing addresses, telephone numbers, emergency contact information, and any addresses for a parcel owner, to other Owners provided that the Owner whose personal identifying information is published and disseminated consents to same in writing.~~

The Association may print, publish, and distribute to other Owners, a directory in accordance with Section 720.303(5)(c) of the Florida Statutes as may be amended from time to time.

3.11 Consensus for Community Association Action.

(A) Except as provided in this Section, the Community Association may not commence a legal proceeding or an action under this Article without the affirmative vote of the Owners representing two-thirds of the voting interests present in person or by proxy and voting at a duly called meeting of the membership in which a quorum is present, approval of at least two-thirds of the voting Members. ~~A voting Member representing Units owned by persons other than the voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by vote of Owners of two-thirds of the total number of Units represented by the voting Member.~~ This Section shall not apply, however, to (i) actions brought by the Community Association to enforce the Governing Documents (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) counterclaims brought by the Community Association in proceedings instituted against it.

(B) Prior to the Community Association or any Member commencing any proceeding to which the Declarant is a party, including but not limited to an alleged defect of any improvement, Declarant shall have the right to be heard by the Members, or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute.

* * * * *

Article 5 – GENERAL COVENANTS AND USE RESTRICTIONS.

Article 5, Sections 5 through 5.5, Sections 5.7 through 5.9, Section 5.11, Section 5.13, Sections 5.15 through 5.19, and Sections 5.21 through 5.22 shall remain unchanged. Sections 5.6, 5.10, 5.12, 5.14, 5.20, and Sections 5.23 through 5.25 shall be amended as follows:

Amendment to Second Amended and Restated Declaration
Westminster Community Association, Inc.

Page 2 of 9

5.6 Outdoor Equipment. No above ground swimming pools are permitted. All ~~garbage and trash containers~~, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing and sprinkler pumps and other such outdoor equipment must be underground, or placed in areas not readily visible from adjacent streets, or adequate year round landscaping must be used as screening around these facilities and maintained by the owner or Neighborhood Association. No fences or walls are allowed to be installed. ~~If a garage accompanies a Living Unit, then all~~ All garbage and trash must be kept in an enclosed garage. Garbage and trash containers and vegetation cuttings may be placed on the curb only on the day of, or the evening before trash, vegetation or garbage pick-up service is scheduled.

5.10 Occupancy in the Absence of the Owner and Leasing of Living Units.

(A) Occupancy in the Absence of Owner. If the Owner and the family who permanently reside with the Owner are not occupying the Living Unit, then any occupancy shall be considered a lease whether or not the occupants are paying rent and shall be subject to the provisions with respect to leases as set forth herein.

(B) Leasing of Living Units. Neighborhood Covenants may establish stricter standards for particular Neighborhoods, but the following restrictions shall apply to the occupancy of all Living Units in the Community:

- (1) All leases must be in writing, even if no rent or consideration is involved.
- (2) The minimum leasing term shall be thirty (30) consecutive days for all Living Units.
- (3) Any person who is the brother, brother-in-law, sister, sister-in-law, grandparent, parent, or child of the Owner or the Owner's spouse, if any, may occupy the Living Unit in the absence of the Owner without limitation as to the number of occasions or length of stay. No written lease is required.
- (4) An Owner may lease only the entire Living Unit and no room rental or subleasing is permitted.
- (5) The lessee must be a natural person as opposed to an artificial entity, such as a corporation, partnership, limited liability company, trust, etc.
- (6) Owners shall provide the Association with a copy of the proposed lease and fully completed Lease Registration and Approval Application Form not less than ten (10) business days prior to the proposed occupancy.
- (7) The Board may determine the form of the application for lease registration and approval, prescribe a form of lease to be used by the Owner, and establish Rules and Regulations for lease registration and approval.

Amendment to Second Amended and Restated Declaration
Westminster Community Association, Inc.

Page 3 of 9

(8) The Board shall charge an application fee to cover any and all costs associated with processing the approval application and performing background checks.

(C) Disapproval with Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes. Owners that are delinquent in the payment of any monetary obligation for more than ninety (90) days will not have the privilege to lease their unit(s). Only Additionally, the following may be deemed to constitute good cause for disapproval:

(1) The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of or has pleaded no contest to:

- (a) a felony involving violence to persons, theft, arson or destruction of property within the past twenty (20) years; or
- (b) a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; or
- (c) a felony involving illegal drugs within the past ten (10) years; or
- (d) any other felony in the past five (5) years; or
- (e) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred.

(2) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred.

(3) The person seeking approval is currently on probation or community control.

(4) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts.

(5) The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Community.

(6) The person seeking approval has a history of disruptive behavior.

(7) The person seeking approval has evidenced an attitude of disregard for Association Rules and Regulations or the rights or property of others, by his past conduct.

(8) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, has failed to conform to the leasing restrictions set forth in this Section 5.10 or has provided false information during the application process or has taken possession of the premises before approval.

5.12 Antennas and Flagpoles. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or Tract or upon any improvements thereon, unless expressly approved in writing by the ARC, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Community Association shall be empowered to adopt rules or guidelines governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Community Association may adopt and enforce reasonable rules or guidelines limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. A flagpole, for display of the American Flag (Stars and Stripes) only, may be permitted if its design and location are first approved by the ARC. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment.

5.14 Architectural Control. No building or other structure or improvement or addition of any nature (including, but not limited to, ~~fences, walls,~~ swimming pools, screen enclosures, patios or patio extensions, hedges, exterior paint or finish, awnings, shutters, hurricane protection, basketball hoops, swing sets or play apparatus, decorative plaques or accessories, statues, benches and other site furniture, planters, birdhouses, ~~other pet houses,~~ mail and/or newspaper boxes, exterior lighting, swales, asphaltting, sidewalk/driveway surfaces or treatments or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, placed, altered or relocated on any Lot or removed therefrom, until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Architectural Review Committee (which shall be a committee appointed by the Board of Directors of the Community Association, absent such appointment the Board to serve in such capacity) have been approved, if at all, in writing by the Architectural Review Committee and all necessary governmental permits are obtained. Conversions of garages to living space or other uses are hereby prohibited, even though same are not readily apparent from the exteriors of applicable Units. Each building, ~~wall, fence,~~ or other structure of improvement of any nature, together with landscaping, shall be erected, placed, relocated, altered or removed only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and location plans, or any of them, may be based on any grounds, including purely aesthetic ones, which in the sole discretion of said Architectural

Review Committee are deemed sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval; provided, however, that lights, flags and other decorations customary for holidays shall not require approval hereunder (but may be regulated as to quantity, nature and how long they may remain in place). No exterior colors on any structure shall be permitted that, in the judgment of the Architectural Review Committee, would be inharmonious, discordant or incongruous with the Community or a particular Neighborhood. The initial exterior color and design of structures shall be deemed approved. Any later changes must be approved by the Architectural Review Committee. No fences or walls are allowed to be installed.

5.20 Waterfront Property. As to all portions of the Lands which have a boundary contiguous to any lake, canal, river or other body of water, the following additional restrictions and requirements shall be applicable:

(A) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake.

(B) No boat, boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted. No boats of any type shall be used on any body of water which is part of the Common Areas, except those used by the Community Association, or any contractor either for the maintenance or other lawful purposes, or as restricted by Section 5.21 herein.

(C) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof.

(D) Each applicable Owner shall maintain his Lot to the line of the water in the adjacent lake or other water body, as such line may change from time to time by virtue of changes in water levels.

(E) No landscaping (other than that initially installed at the time the Lot was developed) fences, structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be placed within any lake maintenance or similar easements around lakes or other bodies of water.

(F) Any boats kept on the Lands shall be subject to Section 5.13 hereof.

5.23 Shutters.

(A) Any exterior shutter or other protective devices visible from the outside of the Living Unit shall be of a type approved by the ARC and in accordance with the Design Review Guidelines. No such devices shall be installed without the prior written approval of the ARC.

(B) Shutters must be clear, white, or matching the exterior color of the Living Unit otherwise the ARC shall deny any request for approval to install said shutter.

(C) If plywood, impervious material, fabric, or similar temporary type of cover is used for hurricane protection, it may not be installed prior to a National Weather Service warning and must be removed within 72 hours of the expiration of the warning.

(D) Fabric or similar type shutters will not be allowed on the exterior of the house as a permanent device, except inside a screened lanai.

~~5.24 Guns. The use of firearms and/or fireworks within Westminster is prohibited, except as authorized by the Board. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types regardless of size.~~

Weapons and Fireworks. The use of weapons is prohibited within the Westminster community, except as might be permitted in the event of an emergency under the applicable laws of the State of Florida. For the purposes of this provision, "weapons" includes, but is not limited to, firearms, pneumatic guns, rotary guns, bow and arrow devices, electronic guns and tasers, axes, slingshots, and any other device utilized as a weapon. Notwithstanding the foregoing, the Association may hire contractors who utilize the above listed devices for the maintenance of the grounds of the community and or for the protection of the community. Unless authorized by the Board, the discharge of fireworks within the community is prohibited.

5.25 Pools, Spas, and Hot Tubs. No above ground pools shall be erected, constructed or installed on any Lot or Living Unit. Above ground spas or and hot tubs may be installed within screened lanai or patio enclosures, ~~following ARC approval.~~

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Article 6 – ARCHITECTURAL AND AESTHETIC CONTROL.

Article 6, Sections 6.1, 6.3, and 6.4 shall remain unchanged. Section 6.2 shall be amended as follows:

6.2 Architectural Review Committee. The architectural and aesthetic review and control functions of the Community Association shall be administered and performed by the ARC. The ARC shall consist of not less than three (3) individuals, who need not be members of the Community Association. The term of office, composition, compensation (if any), qualifications and meeting procedures of the ARC shall be as provided in Section 6 of the Bylaws. The Architectural Review Committee, hereinafter called the "ARC," shall be composed of five (5) Members and two (2) alternate Members. Members of the ARC shall not simultaneously serve on the Board of Directors, nor be related to Board members, neither by marriage nor familial relationship in the first or second degree. The Board may, but is not required to, appoint individuals with architectural, contracting, or other professional expertise in building, landscaping, or architectural design to serve on the ARC. Further conditions for the ARC may be found in Section 6 of the Bylaws.

Amendment to Second Amended and Restated Declaration
Westminster Community Association, Inc.

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Article 8 – COMMON AREAS.

Article 8, Sections 8.1 through 8.3, and Sections 8.5 through 8.6 shall remain unchanged. Section 8.4 shall be amended as follows:

8.4 Partition, Subdivision and Encumbrance. Except as hereinafter provided, the Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than two-thirds (2/3rds) of the voting interests present in person or by proxy and voting at a duly called membership meeting in which a quorum is present. The foregoing shall not be construed to limit the authority of the Community Association through its Board of Directors to grant such easements over, across and through the Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the Members. Nothing herein shall be construed to prohibit judicial partition of any Lot, Unit, Tract or Parcel owned in cotenancy.

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Article 12 – INSURANCE: RECONSTRUCTION AFTER CASUALTY.

Article 12, Sections 12.2 through 12.7 shall remain unchanged. Section 12.1 shall be amended as follows:

12.1 Duty to Insure, and to Reconstruct or Clean Up. Each Owner or Neighborhood Association shall at all times maintain adequate property insurance on the Living Units and structures containing Living Units, and all other insurable improvements, in amounts equal to the replacement cost thereof. If any Living Unit or other improvements located on any Lot, Neighborhood Common Area, Tract or Parcel are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner or Neighborhood Association shall:

(A) Cause repair or replacement to be commenced within six (6) months after the date such damage is apparent or destruction occurred, and complete the repair or replacement within six (6) months thereafter except in the case of fire, windstorm, flood, tornado, hurricane or other casualty or tropical storm, wherein the Board of Directors, by majority vote can extend either six (6) month term to one (1) year. All such repairs or replacements must be approved in writing by the Architectural Review Committee. Unless changes are approved by the Architectural Review Committee, the Owner or Neighborhood Association must restore the damaged property to substantially the same configuration as existed before the casualty, and structurally and architecturally compatible with any adjoining improvements which share a party wall; or

(B) Promptly cause all debris, damaged improvements, and other unsightly materials to be removed from the site.

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Article 17 – GENERAL AND PROCEDURAL PROVISIONS.

Article 17, Sections 17.1 through 17.5, and Sections 17.7 through 17.11 shall remain unchanged. Section 17.6 shall be amended as follows:

17.6 Notices.

(A) To the Community Association. ~~Notices to the Community Association shall be in writing and delivered or mailed to the Community Association at its principle place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Community Association.~~ Notices to the Community Association shall be transmitted to the Community Association at its principal place of business in writing via regular and certified mail, hand delivery (stamped by the office staff in the Owner's presence), or electronic transmission.

(B) To Owners. ~~Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at his last known address, or at the address shown on the deed recorded in the public records of the County.~~ Notices to any Owner as may be required herein shall be transmitted to the Owner at his last known address, or at the address shown in the Public Records of Lee County via regular and certified mail, hand delivery (signed by the Owner in the deliverer's presence), or electronic transmission if the Owner has consented to receive notifications by electronic transmission.

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Exhibit B
 AMENDMENT TO THE
 SECOND AMENDED AND RESTATED BYLAWS
 OF
 WESTMINSTER COMMUNITY ASSOCIATION, INC.

The Second Amended and Restated Bylaws of Westminster Community Association, Inc., as recorded in the Public Records of Lee County, Florida at Instrument No. 2012000069159, as may have been subsequently amended, and as originally recorded in Official Records Book 2667, Page 3249, *et. seq.*, shall be amended as follows (otherwise, all provisions shall remain the same):

Note: Language to be added is underlined and language to be deleted is ~~struck through~~.

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Article 4 – BOARD OF DIRECTORS.

Article 4, Sections 4 through 4.3, and Sections 4.5 through 4.19 shall remain unchanged. Section 4.4 shall be amended as follows:

4.4 Nominations and Elections.

(A) **Candidates.** The Board shall adopt and utilize procedures whereby any person eligible to serve as a Director may qualify as a candidate and have his name on the ballot, by notifying the Community Association in writing, at least forty-five (45) days in advance of the election, of his desire to be a candidate for any vacancy which he is eligible to fill. All eligible persons giving timely written notice of desire to be a candidate shall be listed alphabetically by surname on any ballots distributed or used by the Community Association. ~~Candidates may also be nominated in any other way permitted by law.~~

(B) **Election and Voting Materials.** Candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes at their own expense. Any written materials distributed to the Members by the Community Association regarding an election shall be non-partisan, and Community Association funds shall not be used in any way to promote the election of any candidate over another. No ballot or other election materials used by the Community Association shall endorse, disparage, or comment on any Candidate or indicate whether a candidate is an incumbent, however the Community Association shall duplicate and distribute without editing brief resumes of background and qualifications provided by any candidates who would like it distributed. The ballots and all other election and voting materials shall be distributed by the Community Association with the notice of the annual meeting described in Section 3.5 above.

(C) **Balloting.** Elections shall be by written ballot or electronic ballot. The candidate who receives a plurality of the votes cast shall be elected. Each Member may cast as many votes as there are Directors to be elected, but not more than one vote for any candidate. Each Member

may also cast one vote for each Director to be elected, it being the intent hereof that cumulative voting is prohibited. Election ballots shall be cast by the Members directly with the Community Association, which shall count the ballots at a Community Association Annual Meeting which is properly noticed and open to all Members. Any ballots received after the first vote is counted at the Community Association Annual Meeting shall be invalid.

(D) Vote Counting. On the day of the annual meeting, before the meeting begins, at a place and time which was stated in the notice of the meeting, the Board (or its designees) shall open the sealed envelopes and count the votes in such manner as it (or they) deem advisable. Any Member shall be entitled to attend and observe the counting of the votes. The results of the election shall be announced at the beginning of the annual meeting, and the new Directors shall take office at the final adjournment of the meeting. A tie vote shall be broken by agreement between the tied candidates, or, in the absence of agreement, by lot. Any dispute as to the validity of any ballots shall be resolved by the incumbent Board.

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Article 6 – ARCHITECTURAL REVIEW COMMITTEE.

Article 6, Sections 6, and Sections 6.2 through 6.5 shall remain unchanged. Section 6.1 shall be amended as follows:

6.1 Members; Qualification. ~~The Architectural Review Committee, hereinafter called the “ARC,” shall be composed of five (5) regular members and two (2) alternate members. No member of the ARC shall be a Director. Whenever possible and practical, one of the committee members shall be an architect, general contractor, or other persons with professional expertise in building, landscaping, or architectural design. The Architectural Review Committee, hereinafter called the “ARC,” shall be composed of five (5) Members and two (2) alternate Members. Members of the ARC shall not simultaneously serve on the Board of Directors, nor be related to Board members, neither by marriage nor familial relationship in the first or second degree. The Board may, but is not required to, appoint individuals with architectural, contracting, or other professional expertise in building, landscaping, or architectural design to serve on the ARC.~~

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Article 7 – FISCAL MATTERS.

Article 7, Sections 7 through 7.6, and Sections 7.8 through 7.13 shall remain unchanged. Section 7.7 shall be amended as follows:

7.7 Audits. ~~A formal certified audit of the accounts of the Community Association, if required by law, or by a majority of the voting interests, or by a majority of the Board of Directors, shall be made by an independent certified public accountant, and a copy of the audit report shall be available on request to each member. An annual certified audit of the accounts,~~

Amendment to Second Amended and Restated Bylaws
Westminster Community Association, Inc.
Page 2 of 4

books, and other financial records of the Community Association, if required by law, or by a majority of the voting interests, or by a majority of the Board of Directors, shall be made by an independent Florida licensed certified public accountant firm, and a copy of the audit report shall be available on request to each Member. At least every five years a complete audit, including account receivable and account payable verification and a management letter outlining areas of financial vulnerability and areas of improvements in fiscal operations shall be performed by an independent Florida licensed certified public accountant firm, and a copy of the audit report shall be available on request to each Member.

Article 9 – INDEMNIFICATION.

A new Article 9, Sections 9.1 through 9.5 shall be created and numbered as follows:

<u>9. INDEMNIFICATION.....</u>	<u>15</u>
<u>9.1 Indemnity.....</u>	<u>16</u>
<u>9.2 Defense.....</u>	<u>16</u>
<u>9.3 Advancement.....</u>	<u>16</u>
<u>9.4 Miscellaneous.....</u>	<u>16</u>
<u>9.5 Insurance.....</u>	<u>17</u>

9. INDEMNIFICATION

9.1 Indemnity. The Association shall indemnify any Officer, Director or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason the fact that he is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorney’s fees and appellate attorney’s fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the Membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors or Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

9.2 Defense. To the extent that a Director, Officer or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Section 9, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney’s fees and appellate attorney’s fees and costs) actually incurred and reasonably incurred by him in connection therewith.

9.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Section 9.

9.4 Miscellaneous. The indemnification provided by this Section 9 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

9.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee or agent of the Association, or a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him, in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Section.

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Article 10 – MISCELLANEOUS.

The former Article 9, Sections 9.1 through 9.3 shall become Article 10, Sections 10.1 through 10.3 and shall be renumbered as follows:

9.10.	MISCELLANEOUS.....	17
	9.1 10.1 Gender; Number.....	17
	9.2 10.2 Severability.....	17
	9.3 10.3 Conflict.....	17

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