

CERTIFICATE OF AMENDMENT

BY-LAWS

SUNSET OF FORT MYERS CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendment to the By-Laws of Sunset of Fort Myers Condominium Association, Inc., which By-Laws were originally recorded as an Exhibit to that certain Declaration of Condominium for Sunset Vista Condominium - B filed at O.R. Book 1509, Pages 1286 *et seq.*, of the Public Records of Lee County, Florida and that certain Declaration of Condominium for Sunset Royale Condominium filed at O.R. Book 1971, Pages 44 *et seq.*, of the Public Records of Lee County, Florida and which Amended By-Laws were filed at O.R. Book 2347, Pages 4757 *et seq.*, of the Public Records of Lee County, Florida, was duly adopted by the Association membership at the duly noticed special members' meeting of the Association on the 29th day of May, 2002. Said amendment was approved by a proper percentage of voting interests of the Association.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

Amendment No. 1: Article 7.4, By-Laws

7. FISCAL MANAGEMENT shall be in accordance with the following provisions:

(Section 7.1 through 7.3 Unchanged)

7.4 SPECIAL ASSESSMENTS - Assessments for extraordinary expenses which cannot be paid from the contingency account shall be made only by ~~the Board of Directors~~, majority vote of the Association membership and the time of payment shall likewise be determined by them.

A. Special Assessments - For extraordinary expenses which cannot be paid from the contingency fund, with a dollar amount of less than five hundred dollars per calendar year, shall be made by the Board of Directors and the time of payment shall likewise be determined by them.

B. Emergency Assessments - Which cannot be paid from the contingency account shall be made only by the Board of Directors, and the time and payment shall likewise be determined by them.

WITNESSES:
(TWO)

SUNSET OF FORT MYERS CONDOMINIUM
ASSOCIATION, INC.

Glenna Goodwin
Signature

Glenna Goodwin
Printed Name

[Signature]
Signature

[Signature]
Printed Name

BY: [Signature]
ALAN L. LAKE, President

Date: June 6, '02
(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 6th day of June, 2002 by ALAN L. LAKE as President of Sunset of Fort Myers Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) as identification and did take an oath.

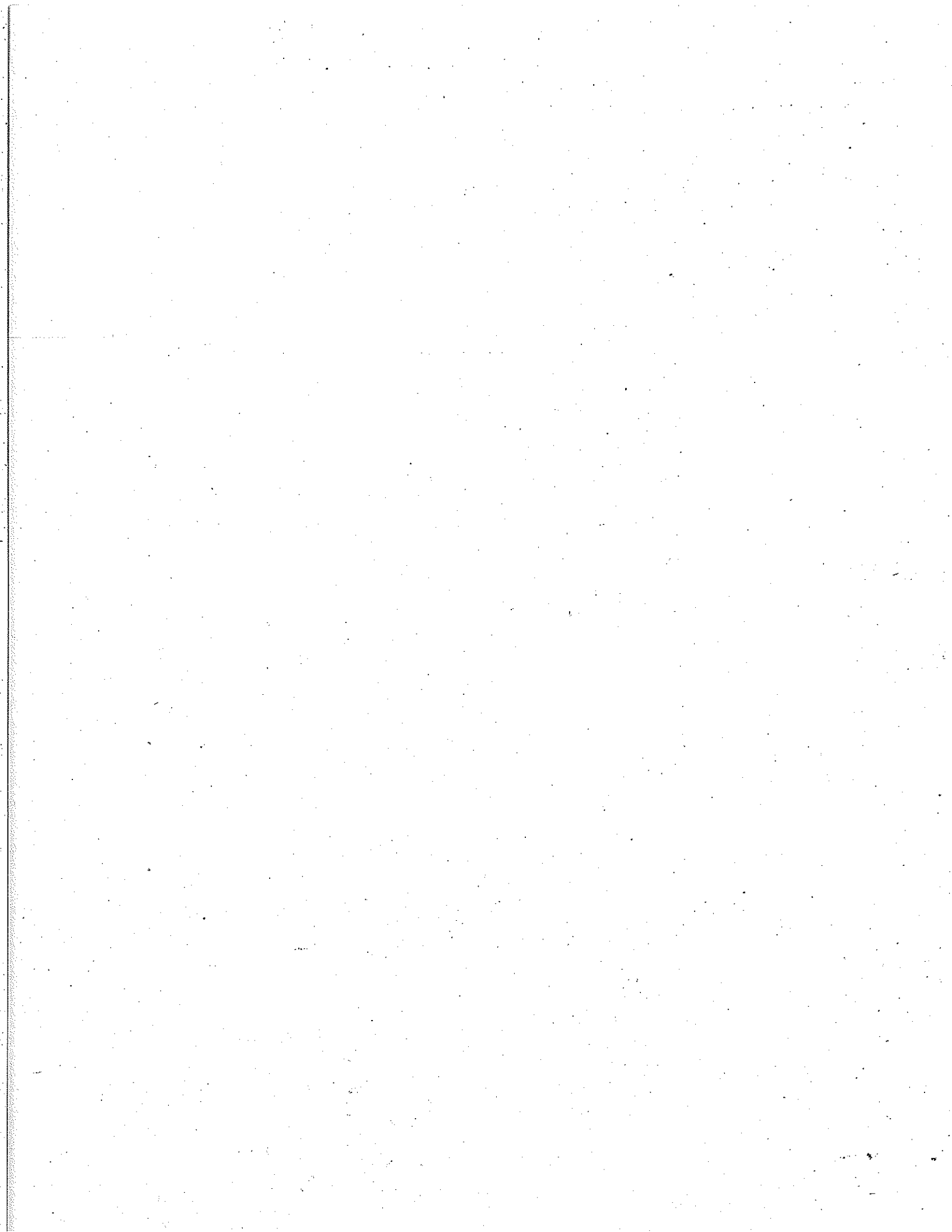


Lee J. Van Tiburg
MY COMMISSION # CC958677 EXPIRES
August 3, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]
Notary Public
Lee J. Van Tiburg
Printed Name

My commission expires: _____

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RECORD VERIFIED - CHARLIE GREEN, CLERK
By: J. Miller, D.C.

CERTIFICATE OF AMENDMENT

BY-LAWS

SUNSET OF FORT MYERS CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendment to the By-Laws of Sunset of Fort Myers Condominium Association, Inc., which By-Laws were originally recorded as an Exhibit to that certain Declaration of Condominium filed at O.R. Book 1509, Page 1286, of the Public Records of Lee County, Florida and which Amended By-Laws were filed at O.R. Book 2347, Page 4757 of the Public Records of Lee County, Florida, was duly adopted by the Association membership at the duly noticed annual members' meeting of the Association on the 10th day of December, 1996. Said amendments were approved by a proper percentage of voting interests of the Association.

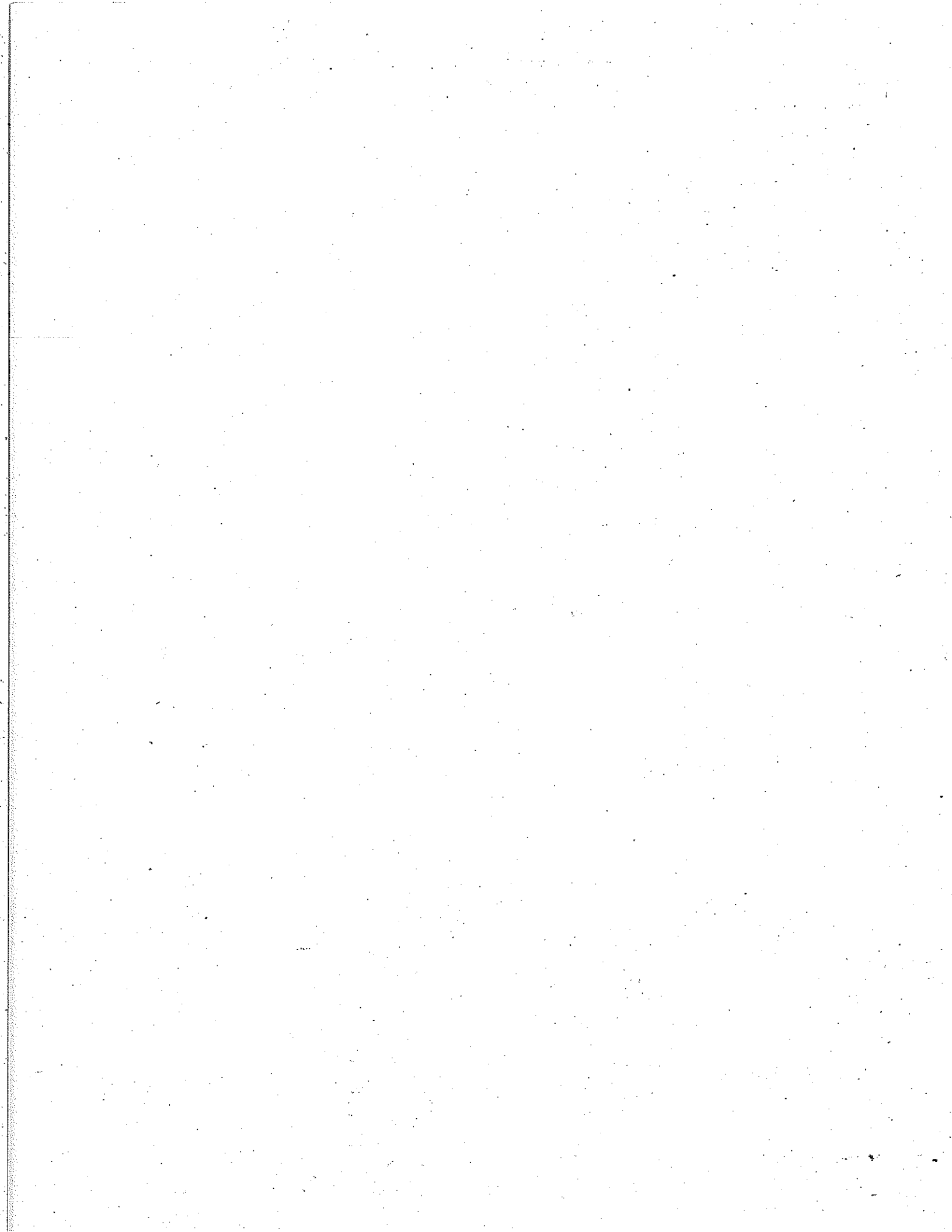
Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

7. FISCAL MANAGEMENT shall be in accordance with the following provisions:

(Sections 7.1 through 7.14 Unchanged)

7.15 AN AUDIT of the accounts of the Association shall be made ~~every 3 years~~ annually including, but not limited to, a complete financial report of actual receipts and expenditures for the previous ~~36~~ 12 months. A copy of the report shall be furnished to each member within 30 days after its completion and delivery to the directors, or at the annual meeting.





15.50R

Revised 07/16/92

AMENDED BYLAWS ~~BYLAWS~~
of
SUNSET OF FORT MYERS CONDOMINIUM ASSOCIATION, INC.

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1. IDENTITY - These are the ~~Bylaws~~ Bylaws of Sunset of Fort Myers Condominium Association, Inc., a ~~not-for-profit~~ Florida Corporation not-for-profit formed for the purpose of administering Sunset Vista Condominium A and Sunset Royale Condominium, which are located at Fort Myers, Florida, upon the lands described in the Declarations of Condominium. (The corporation shall hereafter be referred to as the "Association".)

1.1 OFFICE - The office of the Association shall be upon the Condominium complex property.

1.2 FISCAL YEAR - The fiscal year of the Association shall be the calendar year.

1.3 SEAL - The seal of the Association shall bear the name of the Association, the word "Florida" and the year of establishment, 1987.

2. MEMBERS' MEETINGS

2.1 ANNUAL MEMBERS' MEETINGS shall be held ~~at such locations, on such dates and at such time~~ at such locations, on such dates and at such time as may be determined by the Board, for the purpose of electing Directors and transacting any business authorized to be transacted by the members.

2.2 SPECIAL MEMBERS' MEETINGS shall be held whenever called by the President, Vice President, ~~or~~ by a majority of the Board of Directors ~~and~~ or when called by written notice from ten percent (10%) of the entire membership. ~~As a condition of the meeting, the Board shall have the right to call a special meeting of the Association at any time and place for the purpose of electing Directors and transacting any business authorized to be transacted by the members.~~

2.3 NOTICE OF ANNUAL MEMBERS' MEETINGS - A first notice of the annual meeting shall be sent to each unit owner by United States Mail at least 14 60 days prior to the ~~annual~~ meeting. A post office certificate of mailing shall be obtained and retained as proof of such mailing. Not less than 30 days before the annual membership meeting wherein Directors are elected, the Association shall mail or deliver a second notice of the election meeting to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. If only one candidate for election qualifies for each of the vacancies on the Board, no election is required. Written notice of the meeting shall also be posted in a conspicuous place on the Condominium property at least 14 days prior to the ~~annual~~ meeting.

2.12 ADJOURNED MEETINGS - If any meeting of members cannot proceed because a quorum is lacking, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.13 The ORDER OF BUSINESS at annual members' meetings and, as far as applicable at all other members' meeting shall be:

- (a) Election of chairman of the meeting, unless the President or Vice President of the Association is present when he shall preside.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of Notice of Meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of Directors, if any.
- (f) Reports of Committees, if any.
- (g) Election of Directors.
- (h) Unfinished business, if any.
- (i) New Business.
- (j) Adjournment.

3.1 MEMBERSHIP - The Association shall be managed by a Board of Directors (3) who shall be elected by the members of the Association. The Board of Directors shall be composed of any odd number of Directors that the members may decide. Each Director shall be a person entitled to cast a vote in the meetings of the Association, or shall be the resident spouse of such a person and have a prefiled legal power of attorney designation from such a person. The development shall be elected by the Association. The development shall be elected by the Association. The development shall be elected by the Association.

3.2 DESIGNATION OF DIRECTORS shall be in the following manner:

A. Members of the Board of Directors shall be elected by a majority of those present and voting at the annual meeting of the members of the Association for a special meeting called for purposes of paragraph 3.17 under 7/18/77.

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~~3/11~~ 3.5 REGULAR MEETINGS of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but such meetings shall be held not less than quarterly. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meetings.

~~3/12~~ 3.6 SPECIAL MEETINGS of the Directors may be called by the President and must be called by the Secretary at the written request of 1/3 of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time place and specific purpose of the meeting ~~///except///it//at~~
~~emergency.~~

3.7 EMERGENCY MEETINGS of Directors may be called by the President upon the occurrence of extraordinary circumstances requiring immediate action by the Board of Directors. Not less than 12 hours notice of the meeting shall be given personally or by telephone; which notice shall state the time, place and specific purpose of the meeting.

~~3/13~~ 3.8 WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after any ~~the~~ meeting, and such waiver shall be deemed equivalent to the giving of notice.

~~3/14~~ 3.9 OPEN MEETINGS - Meetings of the Board of Directors shall be open to all unit owners to attend and ~~///open///not///be///held///or///participate~~
for their active participation within reasonable limits, and notice of meetings shall be posted conspicuously on the condominium property forty-eight (48) continuous hours in advance for the attention of unit owners, except in an emergency.

~~3/15~~ 3.10 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 acts of the Board. If at any meeting of the Board 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. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

~~3/16~~ 3.11 THE PRESIDING OFFICER at Directors' meetings shall be the President of the Association, ~~///if~~ if such an officer has been elected; and if none, then the Vice President shall preside. In the absence of ~~the~~
~~President~~ a presiding officer, the Directors present shall designate one of their number or preside.

~~3/17~~ 3.12 PAY - Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred, as may be determined by the Board of Directors.

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4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS - All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, and these ~~Bylaws~~ Bylaws shall be exercised exclusively by the Board of Directors or its duly authorized agents, contractors, or employees, subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include but not be limited to the following:

4.1 TO MAKE AND COLLECT ASSESSMENTS against members to defray the costs of the Association ~~corporation~~.

4.2 TO USE THE PROCEEDS of assessments in the exercise of its powers and duties.

4.3 THE MAINTENANCE, repair, replacement and operation of the condominium property.

4.4 THE RECONSTRUCTION of improvements after casualty, and the further improvement of the property.

4.5 TO APPROVE OR DISAPPROVE proposed transactions in the manner provided by the ~~corporation/declaration~~ Declaration of Condominium, these Bylaws or the Condominium Act.

4.6 TO ENFORCE by legal means the provisions of the applicable laws, the Condominium Documents, the ~~Bylaws~~ Bylaws of the Association, and the Rules and Regulations for the use of the condominium property.

4.7 TO CONTRACT for the management of the condominium. Provided, however, that any contract for the management of the condominiums and the Association may not be approved by the Board unless the contract is in writing, and provides for termination by either party, with or without cause, upon thirty (30) days written notice to the other party.

4.8 TO PAY TAXES AND ASSESSMENTS which are or can become liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the units subject to such liens.

4.9 TO CARRY INSURANCE for the protection of the unit owners and the Association against casualty and liability.

4.10 TO PAY THE COST of all power, water, sewer, TV cable and other utility services rendered to the condominium and not billed to owners of individual units.

4.11 TO EMPLOY PERSONNEL ~~and designate other officers for~~ reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12 TO BRING SUIT, execute contracts, deeds, mortgages, leases and other instruments by its officers and to own, lease, convey and encumber real and personal property.

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4.13 THE DIRECTORS MAY, ~~impose fines~~ impose fines in such reasonable sums as they may deem appropriate, not to exceed \$200.00 per violation against unit owners for violation of the Condominium Documents, including the Rules and Regulations, by owners or their guests or lessees. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner. The hearing must be held before a committee of other unit owners who must, by majority vote, agree with the fine assessment. ~~No fine shall be imposed until the owner has been given a hearing before the Board.~~

5. OFFICERS

5.1 THE EXECUTIVE OFFICERS of the Association shall be the President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Directors and who may be preemptorily removed by a majority vote of the Directors at any meeting. Any person may hold two ~~or more~~ offices except that the President shall not also be the Secretary. ~~or Assistant Secretary.~~

5.2 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 a corporation.

5.3 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 may be prescribed by the Directors.

5.4 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 notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. 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 the Association as may be required by the Directors or the President. ~~The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.~~

5.5 THE TREASURER shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of the Treasurer of a corporation.

~~3/8//THE//CONFERENCE//OF//ALL//OFFICERS//AND//EMPLOYEES//OF//THE//ASSOCIATION//SHALL//BE//FIXED//BY//THE//DIRECTORS//THIS//PROVISION//SHALL//NOT//PRECLUDE//THE//BOARD//OF//DIRECTORS//FROM//EMPLOYING//A//DIRECTOR//AS//AN//EMPLOYEE//OF//THE//ASSOCIATION//OR//PRECLUDE//THE//CONFERENCE//WITH//A//DIRECTOR//FOR//THE//MANAGEMENT//OF//THE//CONDOMINIUM.~~

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5/7 5.6 INDEMNIFICATION - Every Director of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a Director of the Association or any settlement thereof, whether or not he is a Director at the time such expenses are incurred, except in cases wherein the Director is adjudged guilty of nonfeasance, misfeasance or malfeasance in the performance of his duties or shall have breached his fiduciary duty to the members of the Association. Provided, however, that the Association shall not be liable for payment of a voluntary settlement unless it is first approved by the Board of Directors.

6. MINUTES of all meetings of unit owners, all formal committees and of the Board of Directors shall be kept in a business-like manner and these, plus records of all receipts and expenditures and all other official Association records, shall be maintained on the condominium property and made available for inspection by unit owners and Board members at all reasonable times.

7. FISCAL MANAGEMENT shall be in accordance with the following provisions:

7.1 BUDGET - A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for the operation, maintenance and administration of the condominium association, including insurance, management fees, and which shall accrue a reserve for deferred maintenance ~~per 7/3/1718/112/1979~~ unless waived by the owners. It will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expenses previously incurred.

7.2 NOTICE - A copy of the proposed annual budget shall be mailed to the unit owners not less than thirty (30) days prior to the meeting of the owners at which the budget will be considered, together with a notice of the meeting. Should a quorum fail to be present or represented at the meeting or fail to adopt the budget presented or a revised budget, then and in that event the Directors shall have the authority to adopt a budget.

~~7/3/1718/112/1979 budget shall be made by the Developer~~

7/4 7.3 ASSESSMENTS - The share of the unit owners of the common expenses shall be made payable quarterly in advance and shall become due on the first day of each quarter. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated operating expenses, the reserves, unless waived, and for all of the operating expense previously incurred.

7/3 7.4 EMERGENCY SPECIAL ASSESSMENTS - Assessments for ~~the~~ extraordinary expenses ~~of emergencies~~ which cannot be paid from the contingency account shall be made only by the Board of Directors, and the time of payment shall likewise be determined by them.

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~~7/17~~ 7.10 All sums collected from assessments may be mingled in a single fund but they shall be held in trust for the unit owners in the respective share in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. These accounts shall be as follows:

~~7/14~~ A. COMMON EXPENSE ACCOUNT - to which shall be credited collections of assessments for all common expenses.

~~7/19~~ B. ALTERATION AND IMPROVEMENT ACCOUNT - to which shall be credited all sums collected for alteration and improvement assessments, if any.

~~7/18~~ C. CONTINGENCY ACCOUNT - to which shall be credited all sums collected for contingencies and emergencies.

~~7/17~~ D. RESERVE FOR DEFERRED MAINTENANCE ACCOUNT - to which shall be credited all sums collected for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than \$10,000.00; including but not limited to roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula based upon estimate life and estimated cost. The members of the Association, at a duly called meeting of the Association may, by a majority vote present, determine to provide no reserves or reserves less than adequate for any one specific fiscal year.

~~7/18~~ 7.14 THE DEPOSITORY of the Association shall be such bank, ~~or~~ banks or other financial depository institutions acceptable to the Florida Department of Business Regulation ~~as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited.~~ Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

~~7/19~~ 7.15 AN AUDIT of the accounts of the Association shall be made every 3 years ~~including~~ including, but not limited to, a complete financial report of actual receipts and expenditures for the previous ~~12~~ 36 months. ~~It shall be the duty of the directors to cause a copy of the report to be furnished to each member within 30 days after its completion and delivery to the directors, or at the annual meeting.~~

~~7/20~~ 7.16 FIDELITY BONDS shall be required by the Board of Directors from all Officers, ~~and~~ Directors and other persons of the Association who control or disburse Association funds. The amount of such bonds shall be determined by the Directors, but shall not be less than \$30,000.00 per person if the gross annual receipts of the Association are greater than \$100,000.00 but less than \$300,000.00. The premium on such bonds shall be paid by the Association.

8. PARLIAMENTARY RULES - Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the ~~Bylaws~~ Bylaws of the Association or with the laws of the State of Florida.

9. AMENDMENTS to the ~~Bylaws~~ Bylaws shall be proposed and enacted in the following manner:

~~9/1~~ 9/1 A. NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

~~9/2~~ 9/2 B. A RESOLUTION adopting a proposed amendment must receive approval of a majority of the votes of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing.

~~9/3~~ 9/3 C. INITIATION - An amendment may be proposed by either a majority of the Board of Directors or by 10% of the membership of the Association.

~~9/4~~ 9/4 D. EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded according to law.

~~9/5~~ 9/5 E. These ~~Bylaws~~ Bylaws shall be deemed amended ~~if~~ as may be necessary so as to make them ~~the same~~ consistent with the provisions of the Declaration of Condominium or the Condominium Act.

~~9/6~~ 9/6 F. A PROPOSAL TO AMEND existing ~~Bylaws~~ Bylaws shall contain the full text of the ~~Bylaws~~ Bylaws to be amended. New words shall be underlined or otherwise highlighted and words to be deleted shall be ~~lined~~ ~~through~~ struck through. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF ~~BYLAW~~ BYLAW BYLAW NUMBER FOR PRESENT TEXT."

10. CONSTRUCTION - In the construction of the text of these Bylaws, male gender designations shall also include the female gender and plurals shall also include singulars, as the context may require or permit.

11. IN THE EVENT THE DIRECTORS DEEM IT NECESSARY to do so, they and the owners may act by written agreement without meetings, which written agreement may be executed in counterparts.

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