

BY-LAWS OF  
ARBOR LAKE CONDOMINIUM NO. 4 ASSOCIATION, INC.

A corporation not for profit organized  
under the laws of the State of Florida

1. Identity. These are the By-Laws of Arbor Lake Condominium No. 4 Association, Inc., (the "Association"), a corporation not for profit, incorporated under the laws of the State of Florida and organized for the purpose of administering that certain condominium located in Lee County, Florida, and known as Arbor Lake Condominium (the "Condominium").
  - 1.1 Principal Office. The principal office of the Association shall be 700 N.W. 107th Avenue, Miami, Florida, 33172, or at such other place as may be subsequently designated by the Board of Directors.
  - 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 corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. Definitions. For convenience, the Florida Condominium Act shall be referred to as the "Act", these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.
3. Members.
  - 3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.
  - 3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of all the voting interests of the membership of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Additionally, special members' meetings may be called by ten (10%) percent of the voting interests of the Association to recall a member or members of the Board of Directors or as provided for in Section 9.1(a)(ii) hereof; which meetings shall be called and held in accordance with the terms and provisions of the Act and Section 4.3 hereof.
  - 3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of members stating the time and place, and identifying and incorporating the agenda items for which the meeting is called must be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property or Association Property. The Board must adopt a rule designating the specific location on the Condominium Property or Association Property upon which all Unit Owner meetings will be posted. However, this requirement does not apply if there is no Condominium Property or Association Property. The notice of the annual meeting shall be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) nor more than sixty (60) days prior to the date of the meeting and shall be for fourteen (14) continuous days. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notice of the Association meeting were mailed

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or hand delivered in accordance with this provision, to each Unit Owner at the address last furnished to the Association.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to thirty-three and one-third percent (33-1/3%) of the votes of the entire membership. If any proposed meeting cannot be organized because a quorum has not been attained, (notwithstanding anything contained herein to the contrary) a new meeting or meetings will be called upon proper notice as described in Section 3.3 of these By-Laws. At such new meeting or meetings, if necessary, at which a quorum exists any business may be transacted which might have been transacted at the meeting originally called. For the purposes of establishing a quorum at any Association meeting only the Voting Interests present or by proxy shall be counted. The written joinder of any Unit Owner may not be utilized to establish a quorum when such joinder occurs subsequent to the meeting. Notwithstanding the above, there shall be no quorum requirements; however, at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election of Directors.

3.5 Voting.

(a) Number of Votes. Except if the vote is to be determined by a percentage of shares of ownership in the Condominium as may be contemplated in specific portions of the Declaration, in any meeting of members, the Owners of Units shall be entitled to cast one (1) vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the voting interests of Unit Owners and not a majority of members themselves and shall further mean more than fifty (50%) percent of the then total authorized voting interests present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration, or Articles, it shall mean such greater percentage of the voting interests of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one (1) person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated by a Voting Certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. Such person need not be a Unit Owner, or one of the joint owners. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a Voting Certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those Voting Certificates shall be valid until revoked or until superseded by a subsequent Voting Certificate or until a change in the ownership of the Unit concerned. A Voting Certificate designating the person entitled to cast the vote for a Unit may be revoked if by a record owner of an undivided interest in the Unit. If a Voting Certificate designating the person entitled to cast the vote for a Unit for which such Voting Certificate is required is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such Voting Certificate is filed, except if the Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the

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manner provided above. Such designee need not be a Unit Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
- (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.
- (iii) If both are present at a meeting and concur, either one may cast the Unit vote.

3.6 Proxies. Votes may be cast in person or by use of a limited proxy. A limited proxy may be made by any person entitled to vote, but shall only be valid for the limited purpose set forth therein and for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A limited proxy cannot be used to vote in the election of Directors unless otherwise provided for in Chapter 718, Florida Statutes. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), specify the date, time and place of the meeting for which it is given and be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Unit Owners. The form of limited proxy shall substantially conform with a form to be adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division").

3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum as provided in Section 3.4 hereof is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. The notice of the newly scheduled meeting shall provide for among other things, that a quorum shall be attained by the presence either in person or by proxy of persons entitled to cast 33-1/3% of the voting interests of the entire membership. Proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a member or a Director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors;
- (i) Election of Directors;

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- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 3.10 Participation at Meetings. Unit Owners shall have a right to speak at all Owner meetings as to all agenda items. The Board shall adopt reasonable rules governing the frequency, duration and manner of Unit Owner participation. Unit Owners shall have the right to tape, record or videotape an Owner's meeting.
- 3.11 Action Without a Meeting. With the exception of a special meeting called for the purpose of adopting a budget for the Association which requires assessments against the unit owners in any fiscal or calendar year which exceed 115 percent of the assessments for the preceding year, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members shall be taken at a duly noticed meeting of members; except that any action may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to approve such matters. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

#### 4. Directors.

- 4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined in the first instance in the Articles and thereafter, except as provided herein, from time to time, upon the vote of a majority of the voting interests of the membership. Any Director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit in the Condominium. All other Directors must be Unit Owners and residents of Units in the Condominium.
- 4.2 Election of Directors. The election of Directors shall be conducted in the following manner:
  - (a) Election of Directors shall be held at the annual members' meeting, or if not at the annual members meeting, then the same day as the annual members meeting, except as provided herein to the contrary.
  - (b) If there is only one candidate for election to fill a vacancy, no election is required.
  - (c) The regular annual elections, as well as elections to fill vacancies, shall be by written ballot or by voting machine, and by a plurality of the votes cast, each person voting shall be entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. There shall be no quorum requirement; however, at least 20% of the eligible voters must cast a ballot in order to have a valid election of Directors. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board of Directors.
  - (d) Notwithstanding anything to the contrary set forth in this Section 4.2, the procedure for the election of Directors shall be in accordance with Rule 7D-23.0021, Florida Administrative Code, except that if the Association consists of 25 or fewer units, it may, by a two-thirds vote of the Unit Owners, provide for a different voting and election procedure.

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dures which vote may be by a proxy specifically delineating the different voting and election procedures.

4.3 Notice of Meeting to Elect Directors shall be given in two steps as follows:

- (a) First Notice. Not less than 60 days before the scheduled election, the Association must send notice to each Unit Owner of the date of the election. Not less than 40 days prior to the election, eligible candidates must give notice to the Association of his or her desire to run for the Board in order to be placed on the ballot. A candidate may furnish the Association with an information sheet. The Board shall hold a meeting within five (5) days after the deadline for a candidate to provide notice to the Association of intent to run. At this meeting, the Board shall accept additional nominations. Any Unit Owner or other eligible person may nominate himself or may nominate another Unit Owner or eligible person, if permission has been given by the other eligible person, in writing, to nominate the other person.
- (b) Second Notice. Not less than 30 days before the scheduled election, the Association must send a notice to all owners reminding them of the election, together with a ballot listing all eligible candidates and, upon the request of a candidate, the Association shall include an information sheet no larger than 8-1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election.
- (c) Notwithstanding anything to the contrary set forth in this Section 4.3, the procedure for giving notice for the election of Directors shall be in accordance with Rule 7D-23.0021, Florida Administrative Code.

4.4 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the unit owners, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of Section 4.17 hereof shall be filled by the Developer without the necessity of any meeting.
- (b) Directors elected or appointed by Unit Owners other than the Developer shall be subject to recall only by the Unit Owners other than the Developer. Voting interests owned or controlled by the Developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests, and for establishing a quorum, only units owned by Unit Owners other than Developer shall be counted.
- (c) Directors elected or appointed by Developer shall be subject to recall only by Developer. Voting interests owned or controlled by Unit Owners other than Developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests and for establishing a quorum, only units owned by Developer shall be counted.
- (d) Developer only may vote to fill a vacancy on the Board of Directors previously occupied by a Board member elected or appointed by Developer. A quorum for the purposes of that vote shall consist of a majority of units owned by Developer. Only Unit Owners other than Developer may vote to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Unit Owners other than Developer. A quorum for the purposes of that vote shall consist of a majority of Unit Owners other than Developer.
- (e) Subject to the provisions of the Act and Section 4.17 of these By-Laws, any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests of the members. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

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- (i) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the Board shall turn over to the Board any and all records of the Association in his or their possession, within 72 hours after the meeting.
  - (ii) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. The Board shall call a meeting of the Board within 72 hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within 72 hours, any and all records of the Association in his or their possession, or proceed as described in subparagraph (iii) below.
  - (iii) If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within 72 hours, file with the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"), a petition for binding arbitration pursuant to the procedures of the Act. For purposes of this Section 4.3(c), the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the Division may take appropriate action pursuant to the Act. Any member or members so recalled shall deliver to the Board any and all records of the Association in his or their possession within 72 hours of the effective date of the recall.
- (f) Notwithstanding anything to the contrary set forth in this Section 4.4, the procedure for filing vacancies or removing Directors shall be in accordance with Rule 7D-23.0021 of the Florida Administrative Code, except where a vacancy occurs on the Board of Directors as a result of a recall and less than a majority of the Directors are removed, in which instance the vacancy may be filled by the affirmative vote of a majority of the Directors.
- 4.5 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.
- 4.6 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.
- 4.7 Regular Meetings. 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. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property for at least fourteen (14) continuous days in advance for the attention of the members of the Association except in the event of an emergency. Upon notice to Owners given by mail or personally to each Owner, the Board of Directors shall adopt a rule designating a specific location on the Condominium Property upon which all notices of Board of Directors meetings, both regular and special, shall be posted.

Notwithstanding the above, at any meeting at which there will be proposed, discussed or approved (i) non-emergency special assessments, or (ii) amendments to rules regarding unit use, additional notice must be mailed or

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hand delivered to each Owner as well as posted conspicuously on the Condominium Property, not less than fourteen (14) continuous days prior to the meeting. The Association Secretary shall sign an affidavit attesting to the mailing and posting of this additional notice; no other person is qualified to sign this affidavit, which shall be placed in the official records of the Association. All notices for a regular meeting must specifically incorporate an identification of agenda items. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors.

- 4.8 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and specifically identify the agenda items of the meeting and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium Property or Association Property for at least fourteen (14) continuous days in advance for the attention of the members of the Association except in the event of an emergency. If there is no Condominium Property or Association Property upon which notices can be posted, notice of Board of Directors meetings shall be mailed or delivered at least fourteen (14) days before the meeting to the Owner of each Unit.

Notwithstanding the above, at any meeting at which there will be considered (i) non-emergency special assessments, or (ii) amendments to rules regarding unit use, additional notice must be mailed or hand delivered to each Owner as well as posted conspicuously on the Condominium Property, not less than fourteen (14) continuous days prior to the meeting. The person providing the notice shall sign an affidavit attesting to the mailing and posting of this additional notice; no other person is qualified to sign this affidavit which shall be placed in the official records of the Association. All notices for a special meeting must specifically incorporate an identification of agenda items.

- 4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to be due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.10 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 acts of the Board of Directors except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.11 Adjourned Meetings. If at any proposed meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted.
- 4.12 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 of that meeting shall constitute the approval of that Director of the business conducted at the meeting.
- 4.13 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.
- 4.14 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;

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- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

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

4.16 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments or Special Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in Paragraph (g) and (p) of Section 5 below.

The Board, or a member of the Board may also create a committee and appoint Board Members and/or Unit Owners to such committee and invest in such committee such powers and responsibilities as the Board shall deem advisable to make recommendations to the Board regarding the Association Budget or to take action on behalf of the Board.

Committee meetings at which a quorum is present shall be open to Unit Owners and notice of such meeting shall be given just as is given for a meeting of the Board.

4.17 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three (3) directors during the period that the Developer is entitled to appoint a majority of the directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers, (b) three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers, (c) when all of the Units that will operated ultimately by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business, (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or (e) seven (7) years after the recordation of the Declaration of Condominium, or if the association ultimately operates more than one condominium, seven (7) years after recordation of the Declaration for the first condominium it operates, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member

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of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five (5%) percent of the Units that will be operated ultimately by the Association.

The Developer may turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer nor such appointees shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within ninety (90) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or if the Developer has elected to accelerate such events aforesaid, the Association shall call, and give proper notice as set forth in Section 4.3 hereof of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Within a reasonable time after Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association (but not more than sixty (60) days after such event), Developer shall relinquish control of the Association and, at the Developer's expense, deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Developer, including but not limited to the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration of Condominium and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration;
- (b) A certified copy of the Articles of Incorporation for the Association;
- (c) A copy of the By-Laws of the Association;
- (d) The minute books, including all minutes, and other books and records of the Association;
- (e) Any rules and regulations which have been adopted;
- (f) Resignations of resigning officers and Board members who were appointed by the Developer;
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date Developer relinquishes control of the Association. The records shall be reviewed by an independent certified public accountant. The minimum report required shall be an audit in accordance with generally accepted accounting standards as defined by rule by the Board of Accounting. The accountant performing the audit shall examine, to the extent necessary, supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments and Special Assessments, if any. The audit shall be for the period in which Developer controlled the Association, but may start from the ending date of an earlier audit. The audit shall be delivered on or before ninety (90) days after turnover of control of the Association.
- (h) Association funds or the control thereof;
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part

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of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property;

- (j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components servicing the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components servicing the Improvements and the Condominium Property;
- (k) Insurance policies;
- (l) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property;
- (m) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association;
- (n) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective;
- (o) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records;
- (p) Leases of the Common Elements and other leases to which the Association is a party, if applicable;
- (q) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and
- (r) All other contracts to which the Association is a party.

4.18 Attendance. A Director who is present at any Director's meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

4.19 Voting. A Director may not vote by proxy and there shall be no secret ballot voting by Directors at a Board of Directors meeting except that officers may be elected by secret ballot. The minutes of the meeting must reflect each Board Member's vote or abstention.

4.20 Action Without a Meeting. Anything to the contrary herein notwithstanding, and to the extent lawful, any action required to be taken at a meeting of the Directors, or any action which may be taken at a meeting of Directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the Directors or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote. No prior notice of such intended action shall be required to be given to the Directors or to the Unit Owners. Notice of the taking of such action pursuant hereto shall, however, be posted conspicuously on the Condominium Property for the attention of Owners after such action shall have been effected. Such notice shall fairly summarize the material features of the action so taken.

4.21 Owners Right. Owners present at a meeting shall have the right to speak with reference to all designated agenda items subject to any reasonable rules adopted by the Board of Directors governing the frequency, duration and manner of Owner statements.

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5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein) the following:
- (a) Operating and maintaining the Common Elements.
  - (b) Determining the expenses required for the operation of the Condominium and the Association.
  - (c) Collecting the Assessments and Special Assessments from Unit Owners.
  - (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
  - (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.
  - (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
  - (g) Purchasing, leasing, holding or otherwise acquiring Units or other property in the name of the Association or its designee for the use and benefit of its members.
  - (h) Purchasing Units at foreclosure or other judicial sales, in the name of the Association or its designee.
  - (i) Selling, leasing, mortgaging or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association or its designee.
  - (j) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
  - (k) Obtaining and maintaining adequate insurance to protect the Association, the Association Property, if any, and the Condominium Property.
  - (l) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings or otherwise.
  - (m) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper to the sound management of the Condominium.
  - (n) Levying fines where appropriate against Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.
  - (o) Purchasing or leasing Units for use by resident superintendents.
  - (p) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association Property; provided, however, that the consent of the Owners of at least two-thirds (2/3) of the voting interests of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum in excess of \$20,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (p) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file or which will affect such Unit Owner's Unit.

- (q) Contracting for the management and maintenance of the Condominium Property and authorizing a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, Special Assessments, preparation of records, reinforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act, including but not limited to the making of Assessments, Special Assessments, promulgation of rules and the execution of contracts on behalf of the Association.
- (r) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use provided such use is the subject of a lease between the Association and the Unit Owner.
- (s) Initiating or authorizing voluntary mediation or mandatory non-binding arbitration of internal disputes arising from the operation of the Condominium among Unit Owners, the Association, their agents and assigns in accordance with the rules of procedure promulgated by the Department of Business Regulation.
- (t) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units.
- (u) To grant, modify or move any easement, subject to the provisions of the easement, without the joinder of any Unit Owners, if the easement constitutes part of or crosses the Common Elements.
- (v) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws, and in the Act; (ii) all powers specifically set forth in the Agreement for Deed and exhibits thereto and the Articles and By-Laws of the Master Association with respect to the collection of the Assessments for and on behalf of the Master Association and (iii) all powers incidental to (a) and (b) above and all other powers a Florida corporation not for profit under Florida Statutes, Chapter 607 and 617, (as they exist on the date hereof and as hereafter renumbered) as applicable, if not inconsistent with the Act.
- (w) Levying Assessments for Common Expenses against Unit Owners for their share of the items in the budget, and/or Special Assessments for Common Expenses for emergencies for the Association and for the Master Association.
- (x) Electing a Delegate, who must be Director to the Master Association who may be pre-emptorily removed at any meeting by concurrence of a majority of all the Directors.
- (y) Maintaining, since the inception of the Association, a copy of each of the following, where applicable, which shall constitute the official records of the Association:
  - (1) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 4.16 of these By-Laws;
  - (2) A photocopy of the recorded declaration of each condominium operated by the Association and all amendments thereto;
  - (3) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
  - (4) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
  - (5) A copy of the current rules of the Association;
  - (6) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 7 years;
  - (7) A current roster of all Unit Owners, their mailing addresses, Unit identifications, Voting Certificates, and if known, telephone numbers;

- (8) All current insurance policies of the Association and condominiums operated by the Association;
- (9) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owner's have an obligation or responsibility;
- (10) Bills of sale or transfer for all property owned by the Association;
- (11) Accounting records for the Association and separate accounting records for each condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but are not limited to:
  - (a) Accurate, itemized, and detailed records of all receipts and expenditures.
  - (b) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, Special Assessment, if any, the amount paid upon the account, and the balance due.
  - (c) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
  - (d) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.
- (12) Ballots, sign-in sheets and all other papers relating to voting by Unit Owners, which shall be maintained for a period of one (1) year from the date of the election, vote, or meeting to which the document related.
- (13) All rental records where the Association is acting as agent for the rental of Units.
- (14) Minutes of any meeting of the Association or of the Board of Directors shall be available for inspection by Unit Owners, or their authorized representatives, within thirty days after the date of the meeting.
- (z) The Association shall prepare a Question and Answer Sheet as described in F. S. 718.504, and shall update it annually.

The official records of the Association shall be maintained within the State of Florida, and shall be open to inspection and made available on the Condominium Property or Association Property to any Association member or the authorized representative of such member at all reasonable times and within five (5) working days after receipt of a written request by the Board or its designee. The failure of the Association to provide the records within ten (10) working days after receipt of a written request shall create a rebuttal presumption that the Association willfully failed to comply with the Statute. A Unit Owner who is denied access to official records is entitled to minimum damages of \$50.00 per calendar day up to ten (10) days, the calculation to begin on the 11th day after receipt of the written request. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, By-Laws and Rules, and all amendments of each of the foregoing, as well as the Question and Answer Sheet provided for in F. S. 718.504, on the Condominium Property or Association Property to ensure their availability to Unit Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting them. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. Notwithstanding the provision of this paragraph, the following records shall not be accessible to Unit Owners:

- 1. A record which was prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression,

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conclusion, litigation strategy or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative procedures, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings.

2. Information obtained by the Association in connection with the approval of the lease, sale or transfer of a Unit.
3. Medical records of Unit Owners.

If the Association owns, leases or has reasonable access to a photocopy machine the Association shall, at the request of any Association member or the authorized representative of such member, make photocopies of Association official records as requested by such Association member or the authorized representative of such member. The Association shall not charge any fee to the Unit Owner or his authorized representative in connection with his inspection of the official records except the Association may charge a reasonable fee for the cost of making any copies provided such fee does not exceed 25 cents per page.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer/Secretary, who shall be a Director and an Assistant Secretary who need not be a Director, all of whom shall be elected by the Board of Directors and who may be pre-emptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Unit Owners except if the officer is also a Director.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of an association and as shall otherwise be prescribed by the Directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving 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 shall affix it to instruments requiring the 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 the secretary of an association and as may be required by the Directors or the President.

6.5 Assistant Secretary. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

6.6 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors

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from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.
9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

(a) Adoption by Board: Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expenses and contain at least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners and allocate and assess expenses among the Unit Owners in accordance with the provisions hereof and of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. Reserves shall not be required if the members of the Association have, at a duly called meeting of members, by a vote of a majority of the voting interests of the members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of the Unit Owners has been called to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget, shall go into effect. The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

(i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meetings. The meeting shall be open to Unit Owners.

(ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen (115%) percent of such Assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of the voting interests to the Board of Directors, a special meeting of Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of not less than a majority of all the voting interests of the Unit Owners (including the voting interests of the Developer).

(iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen (115%) percent of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the

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Condominium Property and expenses which are unique to specific Unit Owners.

- (iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, such Board shall not impose an Assessment for a year greater than one hundred fifteen (115%) percent of the prior year's Assessment, as herein defined, without the approval of Unit Owners owning a majority of the voting interests (including the voting interests of the Developer).
- (b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget in accordance with the requirements of Section 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for special meetings in Section 9.1(a), or propose a budget in writing to the members. If such budget is approved by a majority of the voting interests at the meeting or in writing, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.
- (c) Failure of Quorum or to Adopt Substitute Budget. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.
- 9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable calendar year annually in advance on or before December 20th preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) 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, and monthly (or quarterly) installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors. Unpaid Assessments for the remaining portion of the calendar year for which an amended Assessment is made shall be payable in as many equal installments as there are full months (or quarters) of the calendar year left as of the date of such amended Assessment, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessment shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.
- 9.3 Charges by the Association. Charges by the Association against members for other than Common Expenses shall be payable in advance. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of the Condominium Property or recreation areas, maintenance services furnished at the expense of an Owner, other services furnished for the benefit of an Owner and surcharges, fines and damages and other sums due from such Owner.
- 9.4 Special Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days' notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of Special Assessment.
- 9.5 Depository. The depository of the Association shall be such bank or banks in the County as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from these accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All funds shall be maintained separately in the Association's name. In addition, reserve funds shall be maintained separately from operating funds in separate accounts, except that for the purpose of investment reserves and operating

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funds, may be co-mingled, but separate ledgers must be maintained for each account. No manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, officer, or director of a condominium association shall co-mingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in F.S. 468.431.

9.6 Acceleration of Assessment (or Special Assessment) Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment or Special Assessment, the Board of Directors may, upon the filing of a claim of lien, accelerate the remaining installments of the Assessments for the remainder of the budget year in which the claim of lien was filed. Accelerated Assessments shall be due and payable on the date the claim of lien was filed.

9.7 Fidelity Bonds. To the extent required by law, fidelity bonds shall be required for directors, officers and other persons who control and disburse funds of the Association in the following amounts: If the Association's annual gross receipts do not exceed \$100,000, the bond shall be in the principal sum of not less than \$10,000 for each such person. If the Association's annual gross receipts exceed \$100,000, but do not exceed \$300,000, the bond shall be in the principal sum of \$30,000 for each such person. If the Association's annual gross receipts exceed \$300,000, the bond shall be in the principal sum of not less than \$50,000 for each such person. The premiums on such bonds shall be paid by the Association as a Common Expense.

- (a) Such fidelity bonds shall name the Association as an obligee;
- (b) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;
- (c) The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Association as a common expense;
- (d) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association or Insurance Trustee;
- (e) When required, such bonds shall provide that the FNMA Servicer receive notice of any cancellation or modification of the bonds, on behalf of FNMA.

9.8 Accounting Records and Reports. Written summaries of the records described in Section 5(y)(11)(a) of these By-Laws, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner, and to the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation, a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;

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- (g) Costs for building maintenance and repair;
  - (h) Insurance costs;
  - (i) Administrative and salary expenses; and
  - (j) General reserves, maintenance reserves and depreciation reserves.
- 9.9 Application of Payment. All Assessment and Special Assessment payments made by a Unit Owner shall be applied as provided herein and in the Declaration or as determined by the Board.
- 9.10 Notice of Meetings. Notice of any meeting where Special Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Special Assessments will be considered and the nature of any such Special Assessments. If "non-emergency" special assessments are to be proposed, discussed or approved, the Association notice shall be both written and posted conspicuously at least forty-eight (48) continuous hours prior to said Meeting. The Association Secretary shall sign an affidavit attesting to the mailing and posting of said notice.
10. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.
12. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:
- 12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the voting interests 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, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:
- (a) by not less than a majority of the voting interests of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or
  - (b) by not less than 80% of the voting interests of the members of the Association represented at a meeting at which a quorum has been attained; or
  - (c) by not less than 100% of the entire Board of Directors.
- 12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of the Units without the consent of said Developer and mortgagees in each instance. No Amendment shall be made that is in conflict with the Articles or Declaration.
- 12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the

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Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County; provided, however, no amendment to these By-Laws shall be valid unless the first page of the amendment to be recorded shows the book and page of the public records where the Declaration is recorded.

12.5 Procedure. The By-Laws shall not be revised or amended by reference to its title or number only. Proposals to amend the By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, underlining and hyphens as indicative of words added or deleted shall not be used, but instead a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of by law. See by law....for present text." Nonmaterial errors or omissions in the by law process shall not invalidate an otherwise properly promulgated amendment.

13. Rules and Regulations. Annexed hereto as Schedule A and made a part hereof are rules and regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the voting interests of the members represented at a meeting at which a quorum is present may overrule the Board with respect to any such modifications, amendments or additions.

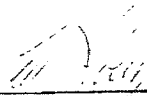
Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

15. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope of these By-Laws of the intent of any provision hereof.

The foregoing was adopted as the By-Laws of the Association, on the 25 day of October, 19 93.

APPROVED:

  
\_\_\_\_\_  
Armando Goenaga, President

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SCHEDULE A TO BY-LAWS  
RULES AND REGULATIONS FOR  
ARBOR LAKES CONDOMINIUM NO. 4

1. The roadways, sidewalks, entrances, and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be placed therein.
2. The personal property of Unit Owners must be stored in their respective Units or in storage areas.
3. No Unit Owner shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance onto or upon the Common Elements.
4. All refuse must be deposited with all other refuse in areas designated for such purpose by the Developer.
5. Parking areas are solely for non-commercial passenger automobiles with a current vehicle registration.
6. Employees of the Association are not to be sent out by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
7. No vehicle which cannot operate on its own power shall remain on the Association Property for more than forty-eight (48) hours, and no repair of vehicles shall be made on the Condominium Property, that are major in nature.
8. No Unit Owner shall make or permit any disturbing noises on the Association Property by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of others.
9. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Association Property, except signs used or approved by the Developer. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of a Building or on the Common Elements or recreation area.
10. Barbequing shall be permitted only in designated areas.
11. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any part off/on the Common Elements, except for use in barbequing and then only upon approval of the Board of Directors.
12. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, or windows of any Building on the Association Property.
13. Food and beverages may not be consumed on the Association Property except as designated by the Board of Directors.
14. No structure of a temporary character, nor trailer, tent, mobile home or recreational vehicle, shall be permitted on the Association Property at any time or used on the Association Property at any time as a residence either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted, except as approved by the Board of Directors.
15. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted, on, upon or in the Association Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Association Property. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Association Property.
16. No trucks or pick-up trucks, motorcycles, jeeps, commercial automobiles (registered or with markings as such), other commercial vehicles, campers, mobile homes, motorhomes, house trailers, travel trailers, or trailers of every other description, recreational

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vehicles, boats or boat trailers, commercial or personal passenger vans, shall be permitted to be parked or to be stored at any place on the Association Property. Vehicles are to be classified as per manufacturers description or classification of same, regardless of how they are registered by State or local authorities. Temporary parking of the above mentioned prohibited vehicles by Owners, Tenants, and visitors shall be limited to six hours in any given (24) twenty-four hour period, and then only in the designated area for same. This prohibition of parking shall not apply to:

- (a) Temporary parking of trucks and other commercial vehicles, such as for pick-up, delivery and other temporary commercial services, nor to any of the Developer's vehicles. These vehicles however, must park in the designated area for prohibited vehicles if feasible, or in a guest spot if the vehicles must be closer to the area where the commercial service is to be rendered.
- (b) Vehicles of owners, tenants of owners or vehicles of those residents having a rental or lease agreement with the Developer, prior to the date that this instrument was approved by the Board of Directors of this Association. The following stipulations apply to those mentioned in this paragraph (paragraph b).
  - (1) The vehicle must be registered and approved by the Board of Directors of this Association or its authorized agent(s). Registration to include make, model, license plate number, vehicles serial number and date of expiration of lease if non-owner.
  - (2) The vehicle will be parked in the designated area only.
  - (3) There shall be a limit of one "prohibited" vehicle per unit.
  - (4) The vehicle is owned or used only by the owner, lease holder, or their immediate family; not be invitees, subleases, or "roommates".
  - (5) When this specific registered vehicle is sold or the Tenants lease is ended, this "registered" vehicle may not be replaced with a similar or any other type of vehicle as prohibited above.
  - (6) Approval shall be limited to: vans registered as passenger automobiles (non-commercial), small pick-up trucks (non-commercial), jeeps, automobiles with commercial markings only as necessary to meet legal requirements not for advertising purposes. Vehicles must have standard stock suspensions (no lifter springs and shocks), standard paint schemes.

17. No exterior antennae shall be permitted on the Association Property or Improvements thereon provided that Developer shall have the right to install and maintain community antennae and radio and television lines and other temporary communications systems.

18. No chain link fences shall be permitted on the Association Property or any portion thereof, except during construction by Developer, or as approved by the Developer or the Board of Directors of the Association.

19. Children shall be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Association Property and including full compliance by them of these restrictions and all the rules and regulations of the Association. All children under fourteen (14) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreation facilities.

20. No pets shall be permitted on any portion of the Association Property except when adequately secured and restrained by a leash, where applicable, and all such pets shall be walked in such areas designated by the Association so as to control the deposit of animal waste on the Association Property. No guests or invitees of an Owner shall be permitted to bring animals of any kind on the Association Property. No animals shall be allowed to commit a nuisance in any public portion of the Association Property. The term "pet" shall be limited to one (1) dog or one (1) cat so long as said dog or cat weighs twenty pounds or less.

Each Owner owning a pet shall assume full responsibility for personal injuries or property damage caused by his pet, and each owner hereby agrees to indemnify the

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Association and all other Owners and hold them harmless against any loss, claim or damage caused by such violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Association Property upon three (3) days' notice.

21. Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

22. Nuisances. No nuisances (as defined by the Association) shall be allowed on the Association Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Association Property by its owners or occupants.

23. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any portion of the Association Property, shall be corrected by and at the sole expense of the party obligated to maintain or repair such portion of the Association Property, as elsewhere herein set forth.

24. Every Owner and their tenants and/or guests must abide by the POOL RULES as adopted by the Board of Directors of this Association.

- (a) Persons must shower before entering the Pool.
- (b) No food or beverages within the Pool or four feet of the pool.
- (c) No pets in the Pool or on the Pool deck.
- (d) Bathing load: 32 persons
- (e) Children not toilet trained MUST wear diapers (or pamper-type undergarment), to be covered by tight fitting RUBBER PANTS.
- (f) No cut-offs or other street clothing in Pool. Swim suits only.
- (g) Beverages or snacks consumed outside four feet of Pool area must be in plastic, paper or non-breakable containers. Meals may not be eaten at Pool. No GLASS of any kind at Pool.
- (h) Radios or Stereos must be used with head phones only, so as not to disturb others.
- (i) No Diving, Splashing or "Horse Play" in Pool.
- (j) Floating devices must be of individual nature and not subject to flaking apart (i.e. styrofoam). No rafts or large inner tubes.
- (k) Lounge chairs or seating MAY NOT be reserved for future use by placing personal articles on them, except when in the Pool itself.
- (l) Children under 14 MUST be accompanied by their parents or other responsible Adult who is responsible for their actions.
- (m) Unit Owners are responsible for the actions of their tenants and/or guests and are subject to penalties as described in the rules and regulations for Foxmoor Lakes Association.

25. No unlicensed motorized vehicles may be operated on the ASSOCIATION PROPERTY, nor may motorized vehicles be operated by unlicensed or uninsured individuals.

26. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, and any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration and By-Laws, as amended from time to time. Failure of an Owner or occupant, licensee or invitee to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the use of the Recreation Area and Common Areas, if applicable, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, licensees, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration or By-Laws, provided the following procedures are adhered to:

- (a) Notice: The Association shall notify the Owner or occupant, and if applicable, his licensee or invitee in writing not less than fourteen (14) days before the hearing, which hearing shall be before the Board of Directors. The notice, at a minimum shall include: (1) a statement of the date, time and place of the hearing; (2) a statement of the provisions of the Declaration, Association By-Laws, or Association Rules which have allegedly been violated; and (3) a short and plain

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statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. At such meeting, the Owner or occupant shall be entitled to be represented by counsel (at his expense) and cross-examine any present witnesses and other testimony or evidence.

- (b) Hearing: The non-compliance shall be presented to a Committee of other Unit Owners ("Committee") appointed by the Board of Directors, after which the Committee shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the Committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the Committee meeting.
- (c) Penalties: The Board of Directors may impose a fine not in excess of Fifty Dollars (\$50.00) for each non-compliance or each violation.
- (d) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.
- (e) Collection of Fines: No fine shall become a lien against a Unit. However, the Board may take such other affirmative and appropriate action as may be necessary to effect collection of fines.
- (f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.
- (g) Non-Exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

27. With the exception of No.16 and No. 20 of these Rules and Regulations, the Rules and Regulations shall not apply to the Developer, nor its agents or employees and contractors, or to Institutional First Mortgagees, nor to the Units owned by either the Developer or such Mortgagees. All of these rules and regulations shall apply, however, to all other Unit Owners and occupants, and, if applicable, their licensee or invitees even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

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BY-LAWS OF  
ARBOR LAKE CONDOMINIUM NO. 4 ASSOCIATION, INC.

A corporation not for profit organized  
under the laws of the State of Florida

1. Identity. These are the By-Laws of Arbor Lake Condominium No. 4 Association, Inc., (the "Association"), a corporation not for profit, incorporated under the laws of the State of Florida and organized for the purpose of administering that certain condominium located in Lee County, Florida, and known as Arbor Lake Condominium (the "Condominium").
  - 1.1 Principal Office. The principal office of the Association shall be 700 N.W. 107th Avenue, Miami, Florida, 33172, or at such other place as may be subsequently designated by the Board of Directors.
  - 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 corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. Definitions. For convenience, the Florida Condominium Act shall be referred to as the "Act", these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.
3. Members.
  - 3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.
  - 3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of all the voting interests of the membership of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Additionally, special members' meetings may be called by ten (10%) percent of the voting interests of the Association to recall a member or members of the Board of Directors or as provided for in Section 9.1(a)(ii) hereof; which meetings shall be called and held in accordance with the terms and provisions of the Act and Section 4.3 hereof.
  - 3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of members stating the time and place, and identifying and incorporating the agenda items for which the meeting is called must be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property or Association Property. The Board must adopt a rule designating the specific location on the Condominium Property or Association Property upon which all Unit Owner meetings will be posted. However, this requirement does not apply if there is no Condominium Property or Association Property. The notice of the annual meeting shall be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) nor more than sixty (60) days prior to the date of the meeting and shall be for fourteen (14) continuous days. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notice of the Association meeting were mailed

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or hand delivered in accordance with this provision, to each Unit Owner at the address last furnished to the Association.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to thirty-three and one-third percent (33-1/3%) of the votes of the entire membership. If any proposed meeting cannot be organized because a quorum has not been attained, (notwithstanding anything contained herein to the contrary) a new meeting or meetings will be called upon proper notice as described in Section 3.3 of these By-Laws. At such new meeting or meetings, if necessary, at which a quorum exists any business may be transacted which might have been transacted at the meeting originally called. For the purposes of establishing a quorum at any Association meeting only the Voting Interests present or by proxy shall be counted. The written joinder of any Unit Owner may not be utilized to establish a quorum when such joinder occurs subsequent to the meeting. Notwithstanding the above, there shall be no quorum requirements; however, at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election of Directors.

3.5 Voting.

(a) Number of Votes. Except if the vote is to be determined by a percentage of shares of ownership in the Condominium as may be contemplated in specific portions of the Declaration, in any meeting of members, the Owners of Units shall be entitled to cast one (1) vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the voting interests of Unit Owners and not a majority of members themselves and shall further mean more than fifty (50%) percent of the then total authorized voting interests present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration, or Articles, it shall mean such greater percentage of the voting interests of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one (1) person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated by a Voting Certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. Such person need not be a Unit Owner, or one of the joint owners. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a Voting Certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those Voting Certificates shall be valid until revoked or until superseded by a subsequent Voting Certificate or until a change in the ownership of the Unit concerned. A Voting Certificate designating the person entitled to cast the vote for a Unit may be revoked if by a record owner of an undivided interest in the Unit. If a Voting Certificate designating the person entitled to cast the vote for a Unit for which such Voting Certificate is required is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such Voting Certificate is filed, except if the Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the

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manner provided above. Such designee need not be a Unit Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
- (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.
- (iii) If both are present at a meeting and concur, either one may cast the Unit vote.

3.6 Proxies. Votes may be cast in person or by use of a limited proxy. A limited proxy may be made by any person entitled to vote, but shall only be valid for the limited purpose set forth therein and for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A limited proxy cannot be used to vote in the election of Directors unless otherwise provided for in Chapter 718, Florida Statutes. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), specify the date, time and place of the meeting for which it is given and be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Unit Owners. The form of limited proxy shall substantially conform with a form to be adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division").

3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum as provided in Section 3.4 hereof is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. The notice of the newly scheduled meeting shall provide for among other things, that a quorum shall be attained by the presence either in person or by proxy of persons entitled to cast 33-1/3% of the voting interests of the entire membership. Proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a member or a Director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors;
- (i) Election of Directors;

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- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

3.10 Participation at Meetings. Unit Owners shall have a right to speak at all Owner meetings as to all agenda items. The Board shall adopt reasonable rules governing the frequency, duration and manner of Unit Owner participation. Unit Owners shall have the right to tape, record or videotape an Owner's meeting.

3.11 Action Without a Meeting. With the exception of a special meeting called for the purpose of adopting a budget for the Association which requires assessments against the unit owners in any fiscal or calendar year which exceed 115 percent of the assessments for the preceding year, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members shall be taken at a duly noticed meeting of members; except that any action may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to approve such matters. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

#### 4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined in the first instance in the Articles and thereafter, except as provided herein, from time to time, upon the vote of a majority of the voting interests of the membership. Any Director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit in the Condominium. All other Directors must be Unit Owners and residents of Units in the Condominium.

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

- (a) Election of Directors shall be held at the annual members' meeting, or if not at the annual members meeting, then the same day as the annual members meeting, except as provided herein to the contrary.
- (b) If there is only one candidate for election to fill a vacancy, no election is required.
- (c) The regular annual elections, as well as elections to fill vacancies, shall be by written ballot or by voting machine, and by a plurality of the votes cast, each person voting shall be entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. There shall be no quorum requirement; however, at least 20% of the eligible voters must cast a ballot in order to have a valid election of Directors. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board of Directors.
- (d) Notwithstanding anything to the contrary set forth in this Section 4.2, the procedure for the election of Directors shall be in accordance with Rule 7D-23.0021, Florida Administrative Code, except that if the Association consists of 25 or fewer units, it may, by a two-thirds vote of the Unit Owners, provide for a different voting and election proce-

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dures which vote may be by a proxy specifically delineating the different voting and election procedures.

4.3 Notice of Meeting to Elect Directors shall be given in two steps as follows:

- (a) First Notice. Not less than 60 days before the scheduled election, the Association must send notice to each Unit Owner of the date of the election. Not less than 40 days prior to the election, eligible candidates must give notice to the Association of his or her desire to run for the Board in order to be placed on the ballot. A candidate may furnish the Association with an information sheet. The Board shall hold a meeting within five (5) days after the deadline for a candidate to provide notice to the Association of intent to run. At this meeting, the Board shall accept additional nominations. Any Unit Owner or other eligible person may nominate himself or may nominate another Unit Owner or eligible person, if permission has been given by the other eligible person, in writing, to nominate the other person.
- (b) Second Notice. Not less than 30 days before the scheduled election, the Association must send a notice to all owners reminding them of the election, together with a ballot listing all eligible candidates and, upon the request of a candidate, the Association shall include an information sheet no larger than 8-1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election.
- (c) Notwithstanding anything to the contrary set forth in this Section 4.3, the procedure for giving notice for the election of Directors shall be in accordance with Rule 7D-23.0021, Florida Administrative Code.

4.4 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the unit owners, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of Section 4.17 hereof shall be filled by the Developer without the necessity of any meeting.
- (b) Directors elected or appointed by Unit Owners other than the Developer shall be subject to recall only by the Unit Owners other than the Developer. Voting interests owned or controlled by the Developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests, and for establishing a quorum, only units owned by Unit Owners other than Developer shall be counted.
- (c) Directors elected or appointed by Developer shall be subject to recall only by Developer. Voting interests owned or controlled by Unit Owners other than Developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests and for establishing a quorum, only units owned by Developer shall be counted.
- (d) Developer only may vote to fill a vacancy on the Board of Directors previously occupied by a Board member elected or appointed by Developer. A quorum for the purposes of that vote shall consist of a majority of units owned by Developer. Only Unit Owners other than Developer may vote to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Unit Owners other than Developer. A quorum for the purposes of that vote shall consist of a majority of Unit Owners other than Developer.
- (e) Subject to the provisions of the Act and Section 4.17 of these By-Laws, any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests of the members. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

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- (i) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the Board shall turn over to the Board any and all records of the Association in his or their possession, within 72 hours after the meeting.
- (ii) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. The Board shall call a meeting of the Board within 72 hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within 72 hours, any and all records of the Association in his or their possession, or proceed as described in subparagraph (iii) below.
- (iii) If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within 72 hours, file with the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"), a petition for binding arbitration pursuant to the procedures of the Act. For purposes of this Section 4.3(c), the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the Division may take appropriate action pursuant to the Act. Any member or members so recalled shall deliver to the Board any and all records of the Association in his or their possession within 72 hours of the effective date of the recall.
- (f) Notwithstanding anything to the contrary set forth in this Section 4.4, the procedure for filling vacancies or removing Directors shall be in accordance with Rule 7D-23.0021 of the Florida Administrative Code, except where a vacancy occurs on the Board of Directors as a result of a recall and less than a majority of the Directors are removed, in which instance the vacancy may be filled by the affirmative vote of a majority of the Directors.

4.5 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.6 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.

4.7 Regular Meetings. 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. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property for at least fourteen (14) continuous days in advance for the attention of the members of the Association except in the event of an emergency. Upon notice to Owners given by mail or personally to each Owner, the Board of Directors shall adopt a rule designating a specific location on the Condominium Property upon which all notices of Board of Directors meetings, both regular and special, shall be posted.

Notwithstanding the above, at any meeting at which there will be proposed, discussed or approved (i) non-emergency special assessments, or (ii) amendments to rules regarding unit use, additional notice must be mailed or

hand delivered to each Owner as well as posted conspicuously on the Condominium Property, not less than fourteen (14) continuous days prior to the meeting. The Association Secretary shall sign an affidavit attesting to the mailing and posting of this additional notice; no other person is qualified to sign this affidavit, which shall be placed in the official records of the Association. All notices for a regular meeting must specifically incorporate an identification of agenda items. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors.

- 4.8 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and specifically identify the agenda items of the meeting and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium Property or Association Property for at least fourteen (14) continuous days in advance for the attention of the members of the Association except in the event of an emergency. If there is no Condominium Property or Association Property upon which notices can be posted, notice of Board of Directors meetings shall be mailed or delivered at least fourteen (14) days before the meeting to the Owner of each Unit.

Notwithstanding the above, at any meeting at which there will be considered (i) non-emergency special assessments, or (ii) amendments to rules regarding unit use, additional notice must be mailed or hand delivered to each Owner as well as posted conspicuously on the Condominium Property, not less than fourteen (14) continuous days prior to the meeting. The person providing the notice shall sign an affidavit attesting to the mailing and posting of this additional notice; no other person is qualified to sign this affidavit which shall be placed in the official records of the Association. All notices for a special meeting must specifically incorporate an identification of agenda items.

- 4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to be due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.10 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 acts of the Board of Directors except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.11 Adjourned Meetings. If at any proposed meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted.
- 4.12 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 of that meeting shall constitute the approval of that Director of the business conducted at the meeting.
- 4.13 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.
- 4.14 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;

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- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

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

4.16 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments or Special Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in Paragraph (g) and (p) of Section 5 below.

The Board, or a member of the Board may also create a committee and appoint Board Members and/or Unit Owners to such committee and invest in such committee such powers and responsibilities as the Board shall deem advisable to make recommendations to the Board regarding the Association Budget or to take action on behalf of the Board.

Committee meetings at which a quorum is present shall be open to Unit Owners and notice of such meeting shall be given just as is given for a meeting of the Board.

4.17 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three (3) directors during the period that the Developer is entitled to appoint a majority of the directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers, (b) three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers, (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business, (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or (e) seven (7) years after the recordation of the Declaration of Condominium, or if the association ultimately operates more than one condominium, seven (7) years after recordation of the Declaration for the first condominium it operates, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member

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of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five (5%) percent of the Units that will be operated ultimately by the Association.

The Developer may turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer nor such appointees shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within ninety (90) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or if the Developer has elected to accelerate such events aforesaid, the Association shall call, and give proper notice as set forth in Section 4.3 hereof of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Within a reasonable time after Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association (but not more than sixty (60) days after such event), Developer shall relinquish control of the Association and, at the Developer's expense, deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Developer, including but not limited to the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration of Condominium and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration;
- (b) A certified copy of the Articles of Incorporation for the Association;
- (c) A copy of the By-Laws of the Association;
- (d) The minute books, including all minutes, and other books and records of the Association;
- (e) Any rules and regulations which have been adopted;
- (f) Resignations of resigning officers and Board members who were appointed by the Developer;
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date Developer relinquishes control of the Association. The records shall be reviewed by an independent certified public accountant. The minimum report required shall be an audit in accordance with generally accepted accounting standards as defined by rule by the Board of Accounting. The accountant performing the audit shall examine, to the extent necessary, supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments and Special Assessments, if any. The audit shall be for the period in which Developer controlled the Association, but may start from the ending date of an earlier audit. The audit shall be delivered on or before ninety (90) days after turnover of control of the Association.
- (h) Association funds or the control thereof;
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part

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of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property;

- (j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components servicing the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components servicing the Improvements and the Condominium Property;
- (k) Insurance policies;
- (l) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property;
- (m) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association;
- (n) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective;
- (o) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records;
- (p) Leases of the Common Elements and other leases to which the Association is a party, if applicable;
- (q) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and
- (r) All other contracts to which the Association is a party.

4.18 Attendance. A Director who is present at any Director's meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

4.19 Voting. A Director may not vote by proxy and there shall be no secret ballot voting by Directors at a Board of Directors meeting except that officers may be elected by secret ballot. The minutes of the meeting must reflect each Board Member's vote or abstention.

4.20 Action Without a Meeting. Anything to the contrary herein notwithstanding, and to the extent lawful, any action required to be taken at a meeting of the Directors, or any action which may be taken at a meeting of Directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the Directors or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote. No prior notice of such intended action shall be required to be given to the Directors or to the Unit Owners. Notice of the taking of such action pursuant hereto shall, however, be posted conspicuously on the Condominium Property for the attention of Owners after such action shall have been effected. Such notice shall fairly summarize the material features of the action so taken.

4.21 Owners Right. Owners present at a meeting shall have the right to speak with reference to all designated agenda items subject to any reasonable rules adopted by the Board of Directors governing the frequency, duration and manner of Owner statements.

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5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein) the following:

- (a) Operating and maintaining the Common Elements.
- (b) Determining the expenses required for the operation of the Condominium and the Association.
- (c) Collecting the Assessments and Special Assessments from Unit Owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing, leasing, holding or otherwise acquiring Units or other property in the name of the Association or its designee for the use and benefit of its members.
- (h) Purchasing Units at foreclosure or other judicial sales, in the name of the Association or its designee.
- (i) Selling, leasing, mortgaging or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association or its designee.
- (j) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (k) Obtaining and maintaining adequate insurance to protect the Association, the Association Property, if any, and the Condominium Property.
- (l) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings or otherwise.
- (m) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper to the sound management of the Condominium.
- (n) Levying fines where appropriate against Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.
- (o) Purchasing or leasing Units for use by resident superintendents.
- (p) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association Property; provided, however, that the consent of the Owners of at least two-thirds (2/3) of the voting interests of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum in excess of \$20,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (p) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file or which will affect such Unit Owner's Unit.

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- (q) Contracting for the management and maintenance of the Condominium Property and authorizing a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, Special Assessments, preparation of records, reinforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act, including but not limited to the making of Assessments, Special Assessments, promulgation of rules and the execution of contracts on behalf of the Association.
- (r) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use provided such use is the subject of a lease between the Association and the Unit Owner.
- (s) Initiating or authorizing voluntary mediation or mandatory non-binding arbitration of internal disputes arising from the operation of the Condominium among Unit Owners, the Association, their agents and assigns in accordance with the rules of procedure promulgated by the Department of Business Regulation.
- (t) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units.
- (u) To grant, modify or move any easement, subject to the provisions of the easement, without the joinder of any Unit Owners, if the easement constitutes part of or crosses the Common Elements.
- (v) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws, and in the Act; (ii) all powers specifically set forth in the Agreement for Deed and exhibits thereto and the Articles and By-Laws of the Master Association with respect to the collection of the Assessments for and on behalf of the Master Association and (iii) all powers incidental to (a) and (b) above and all other powers a Florida corporation not for profit under Florida Statutes, Chapter 607 and 617, (as they exist on the date hereof and as hereafter renumbered) as applicable, if not inconsistent with the Act.
- (w) Levying Assessments for Common Expenses against Unit Owners for their share of the items in the budget, and/or Special Assessments for Common Expenses for emergencies for the Association and for the Master Association.
- (x) Electing a Delegate, who must be Director to the Master Association who may be pre-emptorily removed at any meeting by concurrence of a majority of all the Directors.
- (y) Maintaining, since the inception of the Association, a copy of each of the following, where applicable, which shall constitute the official records of the Association:
  - (1) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 4.16 of these By-Laws;
  - (2) A photocopy of the recorded declaration of each condominium operated by the Association and all amendments thereto;
  - (3) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
  - (4) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
  - (5) A copy of the current rules of the Association;
  - (6) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 7 years;
  - (7) A current roster of all Unit Owners, their mailing addresses, Unit identifications, Voting Certificates, and if known, telephone numbers;

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- (8) All current insurance policies of the Association and condominiums operated by the Association;
- (9) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owner's have an obligation or responsibility;
- (10) Bills of sale or transfer for all property owned by the Association;
- (11) Accounting records for the Association and separate accounting records for each condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but are not limited to:
  - (a) Accurate, itemized, and detailed records of all receipts and expenditures.
  - (b) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, Special Assessment, if any, the amount paid upon the account, and the balance due.
  - (c) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
  - (d) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.
- (12) Ballots, sign-in sheets and all other papers relating to voting by Unit Owners, which shall be maintained for a period of one (1) year from the date of the election, vote, or meeting to which the document related.
- (13) All rental records where the Association is acting as agent for the rental of Units.
- (14) Minutes of any meeting of the Association or of the Board of Directors shall be available for inspection by Unit Owners, or their authorized representatives, within thirty days after the date of the meeting.
- (z) The Association shall prepare a Question and Answer Sheet as described in F. S. 718.504, and shall update it annually.

The official records of the Association shall be maintained within the State of Florida, and shall be open to inspection and made available on the Condominium Property or Association Property to any Association member or the authorized representative of such member at all reasonable times and within five (5) working days after receipt of a written request by the Board or its designee. The failure of the Association to provide the records within ten (10) working days after receipt of a written request shall create a rebuttal presumption that the Association willfully failed to comply with the Statute. A Unit Owner who is denied access to official records is entitled to minimum damages of \$50.00 per calendar day up to ten (10) days, the calculation to begin on the 11th day after receipt of the written request. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, By-Laws and Rules, and all amendments of each of the foregoing, as well as the Question and Answer Sheet provided for in F. S. 718.504, on the Condominium Property or Association Property to ensure their availability to Unit Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting them. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. Notwithstanding the provision of this paragraph, the following records shall not be accessible to Unit Owners:

- 1. A record which was prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression,

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conclusion, litigation strategy or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative procedures, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings.

2. Information obtained by the Association in connection with the approval of the lease, sale or transfer of a Unit.
3. Medical records of Unit Owners.

If the Association owns, leases or has reasonable access to a photocopy machine the Association shall, at the request of any Association member or the authorized representative of such member, make photocopies of Association official records as requested by such Association member or the authorized representative of such member. The Association shall not charge any fee to the Unit Owner or his authorized representative in connection with his inspection of the official records except the Association may charge a reasonable fee for the cost of making any copies provided such fee does not exceed 25 cents per page.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer/Secretary, who shall be a Director and an Assistant Secretary who need not be a Director, all of whom shall be elected by the Board of Directors and who may be pre-emptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Unit Owners except if the officer is also a Director.
  - 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
  - 6.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of an association and as shall otherwise be prescribed by the Directors.
  - 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving 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 shall affix it to instruments requiring the 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 the secretary of an association and as may be required by the Directors or the President.
  - 6.5 Assistant Secretary. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.
  - 6.6 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors

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from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.
9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

- (a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expenses and contain at least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners and allocate and assess expenses among the Unit Owners in accordance with the provisions hereof and of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. Reserves shall not be required if the members of the Association have, at a duly called meeting of members, by a vote of a majority of the voting interests of the members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of the Unit Owners has been called to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget, shall go into effect. The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:
  - (i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meetings. The meeting shall be open to Unit Owners.
  - (ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen (115%) percent of such Assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of the voting interests to the Board of Directors, a special meeting of Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of not less than a majority of all the voting interests of the Unit Owners (including the voting interests of the Developer).
  - (iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen (115%) percent of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the

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Condominium Property and expenses which are unique to specific Unit Owners.

- (iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, such Board shall not impose an Assessment for a year greater than one hundred fifteen (115%) percent of the prior year's Assessment, as herein defined, without the approval of Unit Owners owning a majority of the voting interests (including the voting interests of the Developer).
- (b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget in accordance with the requirements of Section 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for special meetings in Section 9.1(a), or propose a budget in writing to the members. If such budget is approved by a majority of the voting interests at the meeting or in writing, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.
- (c) Failure of Quorum or to Adopt Substitute Budget. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable calendar year annually in advance on or before December 20th preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) 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, and monthly (or quarterly) installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors. Unpaid Assessments for the remaining portion of the calendar year for which an amended Assessment is made shall be payable in as many equal installments as there are full months (or quarters) of the calendar year left as of the date of such amended Assessment, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessment shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

9.3 Charges by the Association. Charges by the Association against members for other than Common Expenses shall be payable in advance. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of the Condominium Property or recreation areas, maintenance services furnished at the expense of an Owner, other services furnished for the benefit of an Owner and surcharges, fines and damages and other sums due from such Owner.

9.4 Special Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days' notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of Special Assessment.

9.5 Depository. The depository of the Association shall be such bank or banks in the County as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from these accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All funds shall be maintained separately in the Association's name. In addition, reserve funds shall be maintained separately from operating funds in separate accounts, except that for the purpose of investment reserves and operating

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funds, may be co-mingled, but separate ledgers must be maintained for each account. No manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, officer, or director of a condominium association shall co-mingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in F.S. 468.431.

9.6 Acceleration of Assessment (or Special Assessment) Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment or Special Assessment, the Board of Directors may, upon the filing of a claim of lien, accelerate the remaining installments of the Assessments for the remainder of the budget year in which the claim of lien was filed. Accelerated Assessments shall be due and payable on the date the claim of lien was filed.

9.7 Fidelity Bonds. To the extent required by law, fidelity bonds shall be required for directors, officers and other persons who control and disburse funds of the Association in the following amounts: If the Association's annual gross receipts do not exceed \$100,000, the bond shall be in the principal sum of not less than \$10,000 for each such person. If the Association's annual gross receipts exceed \$100,000, but do not exceed \$300,000, the bond shall be in the principal sum of \$30,000 for each such person. If the Association's annual gross receipts exceed \$300,000, the bond shall be in the principal sum of not less than \$50,000 for each such person. The premiums on such bonds shall be paid by the Association as a Common Expense.

- (a) Such fidelity bonds shall name the Association as an obligee;
- (b) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;
- (c) The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Association as a common expense;
- (d) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association or Insurance Trustee;
- (e) When required, such bonds shall provide that the FNMA Servicer receive notice of any cancellation or modification of the bonds, on behalf of FNMA.

9.8 Accounting Records and Reports. Written summaries of the records described in Section 5(y)(11)(a) of these By-Laws, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner, and to the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation, a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;

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- (g) Costs for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves and depreciation reserves.

9.9 Application of Payment. All Assessment and Special Assessment payments made by a Unit Owner shall be applied as provided herein and in the Declaration or as determined by the Board.

9.10 Notice of Meetings. Notice of any meeting where Special Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Special Assessments will be considered and the nature of any such Special Assessments. If "non-emergency" special assessments are to be proposed, discussed or approved, the Association notice shall be both written and posted conspicuously at least forty-eight (48) continuous hours prior to said Meeting. The Association Secretary shall sign an affidavit attesting to the mailing and posting of said notice.

10. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.

12. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the voting interests 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, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

- (a) by not less than a majority of the voting interests of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or
- (b) by not less than 80% of the voting interests of the members of the Association represented at a meeting at which a quorum has been attained; or
- (c) by not less than 100% of the entire Board of Directors.

12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of the Units without the consent of said Developer and mortgagees in each instance. No Amendment shall be made that is in conflict with the Articles or Declaration.

12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the

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Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County; provided, however, no amendment to these By-Laws shall be valid unless the first page of the amendment to be recorded shows the book and page of the public records where the Declaration is recorded.

12.5 Procedure. The By-Laws shall not be revised or amended by reference to its title or number only. Proposals to amend the By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, underlining and hyphens as indicative of words added or deleted shall not be used, but instead a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of by law. See by law....for present text." Nonmaterial errors or omissions in the by law process shall not invalidate an otherwise properly promulgated amendment.

13. Rules and Regulations. Annexed hereto as Schedule A and made a part hereof are rules and regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the voting interests of the members represented at a meeting at which a quorum is present may overrule the Board with respect to any such modifications, amendments or additions.

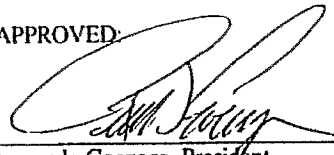
Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

15. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope of these By-Laws of the intent of any provision hereof.

The foregoing was adopted as the By-Laws of the Association, on the 26<sup>th</sup> day of October, 19 93.

APPROVED:

  
Armando Goenaga, President

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