

BYLAWS
OF
BAY PLACE CONDOMINIUM ASSOCIATION, INC.
a Florida corporation not-for-profit

ARTICLE 1

GENERAL

1.01 Identity. These are the Bylaws of BAY PLACE CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association", a corporation not-for-profit formed under the laws of the State of Florida. The Association has been organized for the purposes stated in the Articles of Incorporation, and shall have all of the powers provided in these Bylaws, the Articles of Incorporation, the Declaration of Condominium, the Florida Condominium Act, and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

1.02 Principal Office. The principal office of the Association shall be at such place as the Board of Directors may determine from time to time.

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

1.04 Seal. The seal of the Association shall have inscribed upon it the name of the Association, the year of its incorporation and the words "Corporation Not-for-Profit". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

1.05 Incorporation of the Condominium Act. All of the provisions of the Florida Condominium Act, being Chapter 718, Florida Statutes, as same may apply to the Association are, with permissible deviations therefrom, incorporated herein by reference. In the event of any conflict between these Bylaws and the Condominium Act, these Bylaws shall control unless the deviation from the Condominium Act is impermissible.

1.06 Conflict with Articles of Incorporation. In the event of any conflict between these Bylaws and the Articles of Incorporation of the Association, the Articles of Incorporation shall control.

1.07 Definitions. Unless the context otherwise requires, all terms used in these Bylaws shall have the same meaning as are attributed to them in the Articles of Incorporation, the Declaration, and the Florida Condominium Act.

ARTICLE 2

MEMBERSHIP IN GENERAL

2.01 Qualification. Pursuant to the Articles of Incorporation of the Association, all of the record owners of units in the condominium shall be members of the Association. Membership for each unit in the condominium shall be established upon the recording of the Declaration or any amendment thereto, submitting the unit to the condominium form of ownership. Prior to the recording of the Declaration, the subscribers shall be the members of the Association, but their membership shall terminate upon the recording of the Declaration.

2.02 Changes in Membership. The transfer of the ownership of any unit, either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the Association. It shall be the responsibility of any such transferor or transferee of a unit to notify the Association of any change in the ownership of any unit, and the corresponding change in any membership, by delivering to the Association a copy of the deed or other instrument of conveyance or which establishes a transfer of ownership. In the absence of such notification, the Association shall not be obligated to recognize any change in membership or ownership of a unit for purposes of notice, voting, assessments, or for any other purpose.

2.03 Member Register. The secretary of the Association shall maintain a register in the office of the Association showing the names and addresses of the members of the Association. It shall be the obligation of each member of the Association to advise the secretary of any change of address of the member, or of the change of ownership of the member's unit, as set forth above. Any member who mortgages his unit shall notify the Association of the name and address of his mortgagee and shall file a copy of the mortgage and underlying promissory note with the Association. Any member who satisfies the mortgage encumbering his unit shall also notify the Association thereof, and shall file a copy of the satisfaction of mortgage with the Association. The names and addresses of any such mortgagee shall also be maintained in the member register.

2.04 Inspection of Books and Records. The records of the Association shall be open to inspection by unit owners or their authorized representatives at reasonable times, provided the purpose in inspecting same is not for an improper purpose, including, but not limited to, any purpose not germane to the

interest of such unit owner in the Association, nor germane to proper Association purposes. However, any inspection by a unit owner shall be presumed to be for a proper purpose, and the Association shall have the burden of proving that an inspection will be for an improper purpose if it denies any unit owner the right to an inspection.

ARTICLE 3

MEMBERSHIP VOTING

3.01 Voting Rights. There shall be one vote for each unit in the condominium. In the event any unit is owned by more than one person, or is owned by a person other than an individual, the vote for such unit shall be cast as set forth below, and votes shall not be divisible. In the event any member owns more than one unit, he shall be entitled to one vote for each unit owned.

3.02 Majority Vote and Quorum. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and unit owners for all purposes, except where otherwise provided by law, in any Declaration, in the Articles of Incorporation of the Association, or in these Bylaws and, unless otherwise so provided, the presence in person or by proxy of an majority of the memberships in the Association entitled to vote shall constitute a quorum.

3.03 Determination as to Voting Rights.

3.03.01 In the event any unit is owned by one person, his right to cast the vote for the unit shall be established by the record title to his unit.

3.03.02 In the event any unit is owned by more than one person or by an entity other than a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the Association. The person designated by such certificate, in the absence of a revocation of same, shall be conclusively deemed to be the person entitled to cast the vote for the unit at any meeting. In the absence of such certificate, or in the event the person designated in such certificate is absent from any meeting, the vote for the unit may be cast at any meeting by any co-owner of the unit provided, however, that in the event a dispute arises between the co-owners as to how the vote for the unit shall be cast, or in the event the co-owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the unit on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a

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quorum. For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning a unit shall be deemed co-owners of said unit.

3.03.03 In the event any unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President of the corporation and filed with the Secretary of the Association. In the absence of such a certificate, the vote may be cast by a person designated pursuant to a certified resolution of the corporation adopted by the Board of the corporation and presented at the meeting, and in the absence of such certified resolution the Chairman of the Board, the President, the Vice President, the Secretary or the Treasurer shall be presumed to possess, in that order, authority to cast the vote for the unit.

3.04 Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the member's behalf by a proxy signed by such member or his attorney-in-fact. Any such proxy shall be delivered to the Secretary of the meeting at or prior to the time designated in the order of business for so delivering such proxies. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully 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. Every proxy shall be revocable at any time at the pleasure of the member executing it.

3.05 Rights of Developer. Notwithstanding anything contained in these Bylaws, the Articles of Incorporation of the Association, or the Declaration, to the contrary, until the Developer has closed the sale of all of the units within the Condominium no vote of the members shall be effective or may be taken without approval in writing by the Developer which would:

3.05.01 Result in the Developer being assessed as a unit owner for capital improvements;

3.05.02 Be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

3.05.03 Adversely affect the right of the Developer to appoint any members of the Board of Directors, as provided in the Articles of Incorporation of the Association or by these Bylaws.

3.05.04 Would otherwise discriminate in any respect against the Developer, or remove, limit, modify or alter any right of the Developer as provided in the Florida Condominium Act, the Declaration, the Articles of Incorporation of the Association, or by these Bylaws.

3.06 Loss of Voting Rights. In recognition of the importance to the Association of having all members pay, on a timely basis, all periodic and special assessments of the Association, if, at the time of any meeting of the members, or at the time any vote or action is to be taken by the members, any member is more than 30 days delinquent in the payment of any assessment, or in the payment of any other monies owed to the Association, subject to the discretion of the Board of Directors, the vote for the unit of such delinquent member may not be cast until all such assessments and monies are paid in full. The Treasurer, or such other person or entity charged with the responsibility of collecting assessments, shall, at the commencement of any meeting, certify to the person conducting the meeting which members are current in the payment of assessments and other monies owed and which, due to default in the payment of same, may be ineligible to cast the vote for their respective units. Any member so ineligible to vote who attends any meeting shall be counted for purposes of determining whether a quorum exists, notwithstanding the fact he may not have the right to vote on any matter at such meeting.

ARTICLE 4

MEMBERSHIP MEETINGS

4.01 Who May Attend. In the event any unit is owned by more than one person, all co-owners of the unit may attend any meeting of the members. In the event any unit is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. However, the vote for any unit shall be cast in accordance with the provisions of Article 3 above.

4.02 Place. All meetings of the members shall be held at the principal office of the Association or at such other place and at such time as shall be designated by the Board of Directors and stated in the Notice of Meeting.

4.03 Notices. Written notice stating the place, day and hour of any meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member entitled to vote at such meeting not less than 14 nor more than 60 days before the date of the meeting, by or at the direction of the President, the Secretary or the officer

or persons calling the meeting. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. A copy of said notice shall be posted in a conspicuous place on the property of the Condominium at least 14 days but not more than 60 days prior to any meeting. Unless a member waives in writing his right to receive notice of a meeting by mail, the notice of any meeting shall be sent by mail to each member, and a Post Office certificate of mailing shall be obtained as to each member and retained by the Association as proof of such mailing. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the Association, or in order to make a determination of the members for any other purpose, the Board of Directors shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the Board of Directors shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Only one notice shall be required to be sent with respect to any unit, and notice to any member shall be sent to the member's unit, addressed to the member or to any co-owner, unless the member otherwise requests.

4.04 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the Articles of Incorporation or these Bylaws, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.05 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at eight o'clock p.m. on the third Wednesday in January of each year, or at such other time in the months of January or February of each year as shall be selected by the Board of Directors and as is contained in the notice of such meeting.

4.06 Special Meetings. Special meetings of the members may be called at any time by any director, the President, or at the request, in writing, by not less than 25% of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all

special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the Secretary, or other officer of the Association, to all of the members within thirty days after same is duly called, and the meeting shall be held within forty-five days after same is duly called.

4.07 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present. In the event a quorum is not present at any meeting, a majority of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the Association, may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting.

4.08 Organization. At each meeting of the members the President, the Vice President, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as Secretary of the meeting.

4.09 Order of Business. The order of business at the annual meetings of the members shall be:

- 4.09.01 Determination of chairman of the meeting;
- 4.09.02 Calling of the role and certifying of proxies;
- 4.09.03 Proof of notice of meeting or waiver of notice;
- 4.09.04 Reading and disposal of any unapproved minutes;
- 4.09.05 Reports of directors, officers or committees;
- 4.09.06 Election of inspectors of election;
- 4.09.07 Election of directors;
- 4.09.08 Unfinished business;
- 4.09.09 New business; and
- 4.09.10 Adjournment

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

4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the Association, 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 having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

ARTICLE 5

DIRECTORS

5.01 Membership. The affairs of the Association shall be managed by a Board of Directors of not less than three nor more than five directors. So long as the Developer is entitled to appoint any director pursuant to the Articles of Incorporation of the Association, there shall be three directors. When the Developer is no longer entitled to appoint any director, the number of directors shall be determined prior to the election by the members of the Association of the directors, and in the absence of such determination the Board of Directors shall consist of three directors. In any event there shall always be an odd number of directors.

5.02 Election of Directors by Members. Election of directors to be elected by the members of the Association shall be conducted in the following manner:

5.02.01 Within sixty days after the members other than the Developer are entitled to elect any Directors of the Association, as provided in the Condominium Act and the Articles of Incorporation of the Association, the Association shall call, and give not less than thirty days' nor more than forty days' notice of, a meeting of the members to elect any directors the members are then entitled to elect, to replace the appropriate number of directors previously appointed by the Developer. Such meeting may be called and the notice given by any member if the Association fails to do so.

5.02.02 Except as provided above, the members shall elect directors at the annual members' meetings.

5.02.03 Prior to any special or annual meeting at which directors are to be elected by the members, the existing Board of Directors may nominate a committee, which committee shall nominate one person for each director to be elected by the members, on the basis that the number of directors to serve on the Board of Directors will not be altered at the members' meeting. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

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

5.03 Term of Office. All directors elected by the members shall hold office until the next annual meeting of the members and until their successors are duly elected and qualified, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the Articles of Incorporation.

5.04 Organizational Meeting. The newly elected Board of Directors shall meet for the purposes of organization, the election of officers and the transaction of other business, immediately after their election or within ten days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.05 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.

5.06 Special Meetings. Special meetings of the Board of Directors may be called by any director, or by the President at any time.

5.07 Notice of Meetings. Notice of each meeting of the Board of Directors shall be given by the Secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 48 hours before the time at which such meeting is to be

held, or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, at least three days before the day on which such meeting is to be held. Notice of a meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, or the purpose of, any regular or special meeting of the Board of Directors need be specified in any notice or waiver of notice of such meeting. All 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 of each Condominium operated by the Association at least 48 hours in advance of such meeting, except in the event of an emergency.

5.08 Quorum and Manner of Acting. A majority of the Board of Directors determined in the manner provided in these Bylaws shall constitute a quorum for the transaction of any business at a meeting of the directors. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number of directors is required by statute, the Condominium Act, the Declaration, the Articles of Incorporation of the Association, or by these Bylaws.

5.09 Adjourned Meetings. A majority of the Board of Directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the Board to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. If the time and place of the adjourned meeting are announced at the time of the adjournment, notice of the adjourned meeting need not be posted on the condominium property, otherwise notice shall be so posted at least 48 hours in advance of the adjourned meeting, or if the adjourned meeting is less than 48 hours from the meeting which was adjourned, as soon as practicable. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.10 Presiding Officer. The presiding officer of the directors' meetings shall be the Chairman of the Board if such an officer is elected; and if none, the President of the Association shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.11 Order of Business. The order of business at a directors' meeting shall be:

- 5.11.01 Calling of role;
- 5.11.02 Proof of due notice of meeting;
- 5.11.03 Reading and disposal of any unapproved minutes;
- 5.11.04 Reports of officers and committees;
- 5.11.05 Election of officers;
- 5.11.06 Unfinished business;
- 5.11.07 New business; and
- 5.11.08 Adjournment

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

5.13 Committees. The Board of Directors may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the Board of Directors from time to time, which may include any powers which may be exercised by the Board of Directors and which are not prohibited by law from being exercised by a committee.

5.14 Resignation. Any director of the Association may resign at any time by giving written notice of his resignation to the Board or Chairman of the Board or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15 Removal of Directors. Directors may be removed as follows:

5.15.01 Any director elected by the members may be removed by majority vote of the remaining directors, if such director (a) has been absent for the last three consecutive Directors' Meetings, and/or adjournments and continuances

of such meetings; or (b) is a unit owner and has been delinquent for more than thirty (30) days in the payment of assessments or other monies owed to the Association.

5.15.02 Any director other than directors appointed by the Developer may be removed with or without cause by the vote of a majority of the members of the Association at a special meeting of the members called by not less than ten percent of the members of the Association expressly for that purpose. The vacancy on the Board caused by any such removal may be filled by the members at such meeting, or, if the members shall fail to fill such vacancy, by the Board of Directors as in the case of any other vacancy on the Board of Directors.

5.16 Vacancies. Vacancies in the Board of Directors may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and the director so chosen shall hold office until the next annual election and until their successors are duly elected and shall have qualified, unless sooner displaced. If there are no directors in office, then a special election of the members shall be called to elect the directors. Notwithstanding anything contained herein to the contrary, the Developer at all times shall have the right to appoint the maximum number of directors permitted by the Condominium Act and by the Articles of Incorporation, and any vacancies in the Board of Directors may be filled by the Developer to the extent that the number of directors then serving on the Board which were appointed by the Developer is less than the number of directors the Developer is then entitled to appoint.

5.17 Directors Appointed by the Developer. Notwithstanding anything contained herein to the contrary, the Developer shall have the right to appoint the maximum number of directors in accordance with the privileges granted to the Developer pursuant to the Condominium Act and pursuant to the Articles of Incorporation. All directors appointed by the Developer shall serve at the pleasure of the Developer, and the Developer shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by him, and to replace such director with another person to serve on the Board. Replacement of any director appointed by the Developer shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated as successor director. The removal of any director and the designation of his successor by the Developer shall become effective immediately upon delivery of such written instrument by the Developer.

The Developer may waive its right to appoint any director which it has the right to appoint at any time upon written notice to all of the members, and thereafter all directors shall be elected by the members.

5.18 Compensation. The Board of Directors shall not be entitled to any compensation unless the members elect to pay them compensation, and set the amount of such compensation, at any meeting of the members.

5.19 Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the Association, express or implied, existing under these Bylaws, the Articles of Incorporation of the Association, Declaration, the Condominium Act, or as otherwise provided by statute or law. Such powers and duties of the directors shall include, without limitation (except as limited elsewhere herein) the following:

5.19.01 Operation, care, upkeep and maintenance of the common elements.

5.19.02 Determination of the expenses required for the operation of the Condominium and the Association.

5.19.03 Collection of the assessments for common expenses from unit owners required to pay same.

5.19.04 Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.

5.19.05 Adoption and amendment of the rules and regulations covering the details of the operation and use of Condominium property.

5.19.06 Maintaining of bank accounts on behalf of the Association and the designation of the signatories required therefor.

5.19.07 Purchasing, leasing or otherwise acquiring units in the name of the Association, or its designee.

5.19.08 Purchase of units at foreclosure or other judicial sales, in the name of the Association or its designee.

5.19.09 Selling, leasing, mortgaging, or otherwise dealing with the units acquired by, and subleasing units leased by, the Association or its designee.

5.19.10 Organization of corporations to act as designees of the Association in acquiring title to units or leasing units by the Association.

5.19.11 Obtaining and reviewing insurance for the Condominium property.

5.19.12 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.

5.19.13 Enforcement of the obligations of the unit owners, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of the Condominium.

5.19.14 Levying fines against the unit owners for violations of the rules and regulations established by it to govern the conduct of the unit owners.

5.19.15 Purchasing or leasing a unit for use by a resident superintendent.

5.19.16 Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the common elements; provided, however, that (i) the consent of the unit owners of at least two-thirds (2/3) of the units, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of \$10,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any unit without the consent of the owner of such unit. If any sum borrowed by the Board of Directors on behalf of the Association pursuant to authority contained in this subparagraph 5.19.16 is not repaid by the Association, a unit owner, who pays to the creditor such proportion thereof as his interest 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 against the unit owner's unit.

5.19.17 Contracting for the management and maintenance of the Condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement 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 and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

5.19.18 Exercising all powers specifically set forth in the Declaration, the Articles of the Association, these Bylaws, the Florida Condominium Act, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

5.19.19 Suspending the right of any unit owner to use the recreation facilities of the Condominium operated by the Association, so long as said unit owner is delinquent in the payment of assessments.

5.19.20 Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of units not exceeding Fifty (\$50) Dollars.

5.19.21 Entering into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with maintenance, care and preservation of the common elements of the Condominium.

5.19.22 Collecting delinquent assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages from the unit owners for violations of these Bylaws and the terms and conditions of the Declaration or of the Rules and Regulations of the Association.

5.19.23 Acquiring and entering into agreements whereby the Association acquires leaseholds, memberships, and other possessory or use interest in lands or facilities, whether or not contiguous to the lands of the Condominium operated by the Association, intended to provide for the enjoyment, recreation, or other use and benefit of the unit owners, and declaring expenses in connection therewith to be common expenses; all in such form and in such manner as may be deemed by the Board of Directors to be in the best interest of the Association; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

5.20 Bonding of Directors. In the event the Association operates a condominium which, in total, consists of more than fifty units, the fidelity bonding of all directors who control or disperse funds of the Association shall be required, and if less than fifty units shall be permitted, and the amount of any such bonds shall be determined by the Board of Directors. The cost of such bonding shall be a common expense of the Association.

ARTICLE 6

OFFICERS

6.01 Members and Qualifications. The officers of the Association shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the directors of the Association and may be pre-emptively removed from office with or without cause by vote of the directors at any meeting by concurrence of a majority of the directors. Any person may hold two

or more offices except that the President shall not also be the Secretary. The Board of Directors may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be appropriate to manage the affairs of the Association from time to time. Each officer shall hold office until the meeting of the Board following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these Bylaws.

6.02 Resignations. Any officer of the Association may resign at any time by giving written notice of his resignation to any director, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.03 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these Bylaws for the regular election or appointment of such office.

6.04 The President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

6.06 The Secretary. The Secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.

6.07 The 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. He shall collect all assessments and shall report promptly to the Board of Directors the status of collections.

6.08 Compensation. The officers of the Association shall not be entitled to compensation unless the directors specifically vote to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the Board of Directors from employing a director or an officer as an employee of the Association and compensating such employee, nor shall they preclude the Association from contracting with a director for the management of property subject to the jurisdiction of the Association, or for the provision of services to the Association, and in either such event to pay such director a reasonable fee for such management or provision of services.

6.09 Bonding of Officers. In the event the Association operates a condominium which, in total, consists of more than fifty units, the fidelity bonding of all officers who control or disperse funds of the Association shall be required, and if less than fifty units shall be permitted, and the amount of any such bonds shall be determined by the Board of Directors. The cost of such bonding shall be a common expense of the Association.

ARTICLE 7

FINANCES AND ASSESSMENTS

7.01 Adoption of the Budget.

7.01.01 Within forty-five days prior to the commencement of any fiscal year of the Association, the Board of Directors shall adopt a budget for such fiscal year, necessary to defray the common expenses of the Association for such fiscal year. The common expenses of the Association shall include all expenses of any kind or nature whatsoever incurred or to be incurred by the Association for the operation of the Condominium operated by the Association, and for the proper operation of the Association itself, including, but not

limited to, the expenses of the operation, maintenance, repair, or replacement of the common elements; costs of carrying out the powers and duties of the Association; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as common expenses by these Bylaws, the Declaration, the Condominium Act, or any other statute or law of the State of Florida. The proposed annual budget of the Association shall be detailed and shall show the amounts budgeted by accounts in expense classifications including, where applicable, but not limited to, the following: administration of the Association, management fees, maintenance, rent for recreational and other commonly used facilities, taxes upon Association property, taxes upon leased areas, insurance, security provisions, other expenses, operating capital, reserves, and any fees payable to the Division of Florida Land Sales and Condominiums.

7.01.02 The Board of Directors shall mail, or cause to be mailed, a meeting notice and copies of the proposed annual budget of common expenses to all members not less than thirty days prior to the meeting at which the budget will be considered by the directors, which meeting shall be open to the unit owners.

7.01.03 If an adopted budget requires assessments against unit owners (members) in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board of Directors, upon written application of 10% of the members to the Board, shall call a special meeting of the members within thirty days after the presentation of such application, upon not less than ten days' written notice to each member. At the special meeting so called, unit owners shall consider and ratify the budget, or enact an alternate budget, by a vote of not less than a majority of all members. In the alternative, the Board of Directors may propose any budget to the unit owners at a meeting of the members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property shall be

excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of all of the unit owners.

7.01.04 If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the common expenses of the Association for the fiscal year the adopted budget applies to, the Board of Directors may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption, and any necessary member approval, of an amended budget.

7.02 Assessments and Assessment Roll.

7.02.01 As soon as practicable after the adoption of a budget, or an amended budget, the Board of Directors shall fix and determine the amount and frequency of assessments to be made against the members, pursuant to the Declaration. However, assessments shall be made against the members not less frequently than quarterly, and in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The periodic assessments to be made against the unit owners, whether quarterly, monthly or otherwise, shall be equal unless the Board determines unequal assessments are required to provide funds in advance for the expenses of the Association, including previously incurred and unpaid expenses. As soon as practicable after the determination of the assessments to be made against the unit owners, the Association shall notify the members, in writing, of the amount of such member's assessment, the time or times when same are due, and the method of the payment of same.

7.02.02 From time to time the Board of Directors shall have the right to, by majority vote, adopt special assessments or assessments for emergencies. Any such special assessments or assessments for emergencies shall not be deemed an amendment to the budget of the Association, and shall not require the approval of the members, so long as the assessments are made for items which are not anticipated to be incurred on a regular or annual basis, or are for betterments to the Condominium property within the Condominium operated by the Association. Upon the adoption of any such special assessment, or assessment for an emergency, the Board shall determine the amount of same required to be paid by any unit

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owner, which shall be in the same proportion as a unit owner's share of the common expenses of the Association, and shall notify the appropriate unit owners of the amount of their assessment, and when and where same shall be paid.

7.02.03 The Association shall maintain an assessment roll for each unit of a condominium operated by the Association, designating the name and current mailing address of the unit owner, the amount of each assessment against such unit owner, the dates and amounts in which the assessments come due, the amounts paid upon the account of the unit owner, and the balance due.

7.02.04 In the event a unit owner shall fail to pay any assessment within ten days after same is due, the Board may impose a late charge upon such unit owner in an amount not exceeding ten percent of the assessment due.

7.03 Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the Board.

7.04 Application of Payments and Comingling of Funds. All sums collected by the Association from assessments may be comingled in a single fund or divided into more than one fund, as determined by the Board.

7.05 Accounting Records and Reports. The Association shall maintain accounting records for the Condominium it operates, according to good accounting practices. The records shall be open to inspection by unit owners or their authorized representatives, at reasonable times, and written summaries of the reports shall be supplied at least annually to unit owners or their authorized representatives. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the assessment roll of the members referred to above. The Board of Directors may, and upon the vote of a majority of the members shall, conduct an audit of the accounts of the Association by a public accountant, and if such an audit is made a copy of the report shall be furnished to each member, or their authorized representative, within fifteen days after same is completed.

7.06 Reports. Within sixty days following the end of the fiscal year of the Association, the Board shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for

the previous twelve 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: (i) security, (ii) professional and management fees and expenses, (iii) taxes, (iv) costs for recreation facilities, (v) expenses for refuse collection and utilities services, (vi) expenses for lawn care and maintenance, (vii) cost for building maintenance and repair, (viii) insurance costs, (ix) administrative and salary expenses, and (x) general reserves, maintenance reserves, and depreciation reserves.

ARTICLE 8

PARLIAMENTARY RULES

8.01 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 Bylaws.

ARTICLE 9 AMENDMENTS

Except as otherwise provided, these Bylaws may be amended in the following manner:

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

9.02 Initiation. A resolution to amend these Bylaws may be proposed by any director, or by or at the direction of twenty-five (25%) percent or more of the members of the Association. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw ____ for present text." Non-material errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

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9.03 Adoption of Amendments. A resolution for the adoption of the proposed amendment shall be adopted either: (a) by a majority of all of the directors of the Association; or (b) by not less than 66-2/3% of the votes of the entire membership of the Association, provided, however, that until such time as a majority of the members of the Board of Directors shall be elected by unit owners other than the Developer, all amendments to the Bylaws shall be approved as set forth in the foregoing subparagraph 9.03(a). Any amendment approved by the members may provide that the Board of Directors may not further amend, modify or repeal such amendment.

9.04 Proviso. Prior to (i) the closing of the sales of all of the units contemplated to be operated by the Association, or (ii) December 31, 1983, whichever is earlier, 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 without the consent of the Developer in each instance. Furthermore, no amendment shall be made that conflicts with the Articles of Incorporation of the Association, or with any Declaration, or with any provision of the Condominium Act or other statute.

9.05 Execution and Recording. No modification of or amendment to the Bylaws shall be valid unless recorded in the public records of the county in which the condominium is located.

ARTICLE 10

COMPLIANCE AND DEFAULT

10.01 Monetary Defaults. In the event any member of the Association fails to pay any sums, charges, or assessments required to be paid to the Association within ten days after written notice that same is due, the Association may, at its option, accelerate the entire unpaid annual assessment of such member upon written notice to the member, and, in that event, the entire unpaid balance of the current annual assessment, and any other monies owed the Association, shall be due upon the date stated in the notice, but not less than ten days after the date of mailing or delivery to the member, whichever shall first occur. In addition, the Association, acting on its own behalf or through its Board of Directors, or any other person acting on its behalf, may take any action necessary in order to collect any monies (including accelerated assessments) owed to the Association including, but not limited to, retaining the services of a collection agency or attorney to collect such monies, initiating legal proceedings for the

collection of such monies, recording a claim of lien and foreclosing same in the same fashion as mortgage liens are foreclosed or any other appropriate action.

10.02 Non-Monetary Violations. In the event of any violation by a member (other than the non-payment of any monies owed to the Association) of any of the provisions of the Declaration, or of these Bylaws, or of the Articles of Incorporation of the Association, or of the Rules and Regulations of the Association, the Association by direction of its Board shall notify the member of said breach by written notice. If after such notice the violation shall continue, the Association shall have the right to treat such violation as an intentional, material breach of any such Declarations, the Bylaws or Articles, or the Rules and Regulations and the Association shall then, at its option, have the following elections:

10.02.01 To perform any act required to correct such violation or breach and to assess the member for any expenses incurred by the Association in connection with such correction; and/or

10.02.02 To commence an action in law or in equity to enforce performance on the part of the member, for damages, for injunctive relief, and/or for such other relief as may be necessary under the circumstances.

10.03 Attorney's Fees. In the event the Association commences any action to correct a monetary or non-monetary violation, as set forth herein, the prevailing party in such litigation shall be entitled to all costs and attorney's fees incurred in such action, or in any appellate proceedings.

10.04 No Waiver. The failure of the Association or an owner to enforce any right, provision, covenant or condition which may be granted by the appropriate condominium document shall not constitute a waiver of the right of the Association or owner to enforce such right, provision, covenant or condition in the future.

ARTICLE 11

RULES AND REGULATIONS

11.01 From time to time the Board of Directors of the Association may enact rules and regulations governing the details of the operation and use of the common elements, not in conflict with the Condominium Act, the Declaration, the Articles of Incorporation of the Association or these Bylaws. Any such rule or regulation may be enforced by the Association against any member of the Association. Any such rule or regulation may be repealed, but not modified or

amended, by a vote of not less than 66-2/3% of all of the members of the Association, and any such rule or regulation repealed by the members may not be re-enacted by the Board without the approval of a majority of the members. However, the members shall not have the right to enact any rule or regulation.

ARTICLE 12

MISCELLANEOUS

12.01 Tenses and Genders. The use of any gender or of any tense in these Bylaws shall refer to all genders or to all tenses, wherever the context so requires.

12.02 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

12.03 Conflicts. In the event of any conflict, the Condominium Act, any other statute, the Declaration of Condominium, the Articles of Incorporation of the Association, these Bylaws, and the Rules and Regulations of the Association shall govern, in that order.

12.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provisions hereof.

The foregoing was adopted as the Bylaws of the Association at the First Meeting of the Board of Directors on the 4 day of FEBRUARY, 1980.

APPROVED:

By: Bon Murray, Director
By: Lynne Rudelman, Director
By: _____, Director

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR