

BY-LAWS
OF
GRAND PALM VILLAGE AT THE VINES CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

GENERAL

1.1 **THE NAME.** The name of the Association shall be GRAND PALM VILLAGE AT THE VINES CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the “Association”.

1.2 **PRINCIPAL OFFICE.** The principal office of the Association shall be at 8381 Grand Palm Drive, Ft. Myers, Lee County, Florida 33912, or at such other place as may be subsequently designated by the Board of Directors.

1.3 **IDENTITY.** In addition to the within By-Laws being the By-Laws of the Association, these By-Laws are established pursuant to the Florida Condominium Act, Chapter 718, for the purpose of administering, operating and managing GRAND PALM VILLAGE AT THE VINES, A CONDOMINIUM.

1.4 **DEFINITION.** As used herein, the term “Association” shall be the equivalent of “Association,” and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of GRAND PALM VILLAGE AT THE VINES, A CONDOMINIUM (the “Condominium”). Any terms not defined in the Declaration shall have those definitions established by Chapter 718, Florida Statutes, as the same exists of the date of execution hereof. If any definition in the Declaration is at variance with a definition in the Florida Statutes (and such variance is a permissible variance), the definition in the Declaration shall prevail and govern the interpretation of this document.

ARTICLE II

MEMBERSHIP AND VOTING PROVISIONS

2.1 **MEMBERSHIP.** Membership in this Association shall be limited to owners of units in the Condominium as are described in the articles of incorporation of the Association. Transfer of unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a member of this Association. If unit ownership is vested in more than one person, all of the persons owning a unit shall be eligible to hold office, attend meetings, etc.; but, as hereinafter indicated, the vote of a unit shall be cast by the “voting member”. If unit ownership is vested in a corporation, the corporation may designate an individual officer or employee as its voting member.

2.2 VOTING.

(a) The owner of each unit shall be entitled to one (1) vote. If an owner owns more than one unit, he shall be entitled to one (1) vote for each unit owned. The vote of a unit shall not be divisible.

(b) The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes, except where otherwise provided by law, in the Declaration, in the articles of incorporation or in these By-Laws; and as used in these By-Laws, the articles of incorporation, or the Declaration, the term “majority of the members” shall mean those unit owners having more than fifty percent (50%) of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners at which a quorum shall be present.

2.3 **QUORUM.** Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of unit owners shall constitute a quorum.

2.4 **PROXIES.** Votes may be cast in person or by proxy. All proxies shall (i) be in writing, (ii) set forth the name of the person voting by proxies, (iii) the name of the person entitled to vote the proxy for him, (iv) state the date the proxy was given, and (v) contain the date, time and place of the meeting for which it is given. All proxies shall be filed with the secretary of the Association prior to, or at, the meeting at which they are to be used, and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. If the person voting by proxy so desires, he may grant a limited proxy, provided that the proxy itself sets forth those items which the holder of the proxy may vote, and the manner in which the vote is cast. 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 unit owner executing it. Where a unit is owned jointly by a husband and wife, and they have not designated one of themselves as a voting member, a proxy must be signed by both in order to designate a third person as proxy. If the proxy form expressly so provides, any holder of a proxy may appoint, in writing, a substitute to act in his place. If such provision is not made, such substitution is not permissible.

2.5 **DESIGNATION OF VOTING MEMBER.** If a unit is owned by one person, his right to vote shall be established by the record title to the unit. If a unit is owned by more than one person, the person entitled to cast the unit’s vote shall be designated in a certificate to be filed with the secretary, signed by all of the record owners of the unit. If a unit is owned by a corporation, it shall designate the officer or employee entitled to cast the unit’s vote by executing a certificate to be filed with the secretary of the Association, signed by its president or vice president, and attested to by its secretary or assistant secretary. The person designated in such certificate shall be known as the voting member. If, for a unit owned by more than one person or by a corporation, such certificate is not on file with the secretary of the Association, the vote of the unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the unit, except if said unit is owned jointly by a husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the unit. If a unit is owned by a husband and wife, the following provisions are applicable:

- (a) They may, but they shall not be required to, designate a voting member;
- (b) If they do not designate a voting member, and 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.
- (c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit's vote.

ARTICLE III

MEMBERSHIP AND MEETINGS

3.1 **PLACE.** All meetings of the membership shall be held at such place and at such time as shall be designated by the Board and stated in the notice of meeting.

3.2 **NOTICES.** It shall be the duty of the secretary to send by regular mail or deliver a notice of each annual or special meeting to each owner and to post a copy of said notice in a conspicuous place on the property at least fourteen (14) days but not more than sixty (60) days prior to such meeting. Notice of any meeting shall list the time, place and purpose thereof. All notices shall be mailed to or served at the address of the owner as it appears on the books of the Association, unless the owner waives in writing the right to receive such notice by mail. The secretary or any other officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of meetings of the membership were mailed or hand-delivered in accordance with the requirements of this section to each unit owner at the address last furnished to the Association. Notice of specific meetings may be waived before or after the meeting.

3.3 **ANNUAL MEETING.** The annual meeting for the purpose of electing directors and transacting any other authorized business shall be held at 7:30 p.m., on the first Wednesday in January of each year, or at such other time as shall be selected by the Board of Directors. At the annual meeting, the members shall elect a Board by plurality vote (cumulative voting prohibited), and shall transact such other business as may be properly brought before the meeting.

3.4 **SPECIAL MEETING.** Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the president, or shall be called by the president or secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of voting members representing forty percent (40%) of the total number of units. Such requests 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.

3.5 **ACTION BY MEMBERS WITHOUT A MEETING.** Any approval by unit owners required by Chapter 718, Florida Statutes (the Condominium Act), or by the Declaration of Condominium or these By-Laws, including, but not limited to, approval requirements in Section 718.111(12), Florida Statutes, relating to purchase of land by the Association, shall be made at a duly noticed meeting of the members and shall be subject to all requirements of the Condominium Act or appropriate condominium documentation relating to member decision making except that members may take action by written agreement without meetings on matters for which action by written agreement are not prohibited by these By-Laws or the Declaration or any Florida Statute

which provides for member action.

3.6 **ADJOURNED MEETING.** If any meeting of members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present.

3.7 **ORDER OF BUSINESS.** The order of business to annual members' meetings and as far as practical at other members' meetings, shall be:

- (a) Call to order by president or chairman;
- (b) Appointment of chairman of the meeting by the president, or in his absence, by a majority of the Board of Directors. The chairman may be the attorney for the Association who will conduct the meeting without vote;
- (c) Call of the roll and certifying of proxies;
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;
- (f) Reports of offices;
- (g) Reports of committees;
- (h) Appointment of inspectors of election;
- (i) Determination of number of directors;
- (j) Election of directors;
- (k) Unfinished business;
- (l) New business;
- (m) Adjournment.

3.8 **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 representative and board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

ARTICLE IV

DIRECTORS

4.1 **MEMBERSHIP.** The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined from time to time upon majority vote of the membership. All directors shall be unit owners or spouses of unit

owners, or mortgagees of units, or a spouse of an individual mortgagee; or, in the case of partnership unit owners or partnership mortgagees, shall be members or employees (or their spouses) of such partnerships; or, in the case of corporate unit owners or corporate mortgagees, shall be directors, officers, stockholders or employees (or their spouses) of such corporation; or, in the case of fiduciary unit owners or fiduciary mortgagees, shall be the fiduciaries or their beneficiaries (or their spouses), or directors, officers, stockholders or employees (or their spouses) of a corporate fiduciary, or their corporate beneficiary, or partners or employees (or their spouses) of a partnership fiduciary. No director shall continue to serve on the Board after he ceases to be a unit owner or an interested party in a unit owner as specified in the preceding sentence.

4.2 ELECTION OF DIRECTORS. Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) When an election for members of the board is to occur simultaneous with the annual meeting, additional notices announcing the election are required. The "first notice of election" must be mailed sixty (60) days before the scheduled election. It announces the election to the membership and allows unit owners the opportunity to qualify for election to the board. The "first notice of election" must contain the name and correct mailing address for the secretary or the designee of the secretary. At least fourteen (14) days prior to the election, a "second notice of election" must be mailed or delivered to owners. The second notice contains the election ballot and an information sheet for each candidate who requests that a sheet be distributed. The information sheet must be furnished to the association not less than thirty five (35) days before the election by the candidate, and it cannot be larger than 8-½ inches by 11 inches.

(c) The election shall be by ballot and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) At any time after a majority of the Board is elected at any duly convened regular or special meeting of members at which a quorum is present, any one or more of the directors may be removed, with or without cause, by the affirmative vote of voting members casting not less than a majority of the total votes present at said meeting. A successor may then and there be elected to fill any vacancy created. Should the membership fail to elect a successor, the Board may fill the vacancy in the manner provided below.

(e) The Members of the Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate mailing or included in other Association mailing or delivery including regularly published newsletters to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days before the election, the Association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot, which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no

larger than 8-1/2 inches x 11 inches, which must be furnished by the candidate not less than fourteen (14) days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Members of the Board of Directors. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting a ballot for reason of blindness, disability, or inability to read or write may obtain assistance in casting the ballot. Any unit owner violating this provision may be fined by the Association in accordance with Florida Statute 718.303. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions above, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist.

(f) If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.

(g) Any director may resign at any time by sending a written notice of such resignation to the office of the Association, addressed to the president or secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the organizational meeting of any newly elected board, more than three (3) consecutive absences unless excused by resolution of the Board shall automatically constitute a resignation from the Board. The transfer by a director of title to his parcels shall, effective as of the date of title transfer, automatically constitute a resignation from the Board. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of any assessment. Such delinquency shall automatically constitute a resignation from the board. All of these regulations are self-operating and shall become effective immediately upon the happening of the event of the passage of the time provided for herein.

4.3 **TERM.** Vacancies on the Board of Directors caused by the expiration of a director's term shall be filled by electing new Board members. 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.

4.4 **ORGANIZATIONAL MEETING.** The organizational meeting of a newly elected Board of Directors shall be held immediately after their selection within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected. Notice of the organizational meeting shall be in accordance with the requirements for regular meetings, if formal business is to be undertaken in such meeting.

4.5 **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 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

at the Condominium property at least forty-eight (48) hours in advance for the attention of the members of the Association except in the event of an emergency. Meeting by telephonic conference is authorized and, where such conference is used, a telephone speaker shall be attached so that the discussion may be heard by the members of the board and by any unit owners present in an open 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 describe the nature of any such assessments.

4.6 SPECIAL MEETINGS. Special meetings of the directors may be called by the president, or in his absence, by the vice president, and must be called by the president or secretary at the written request of one-third (1/3) of the directors. Notice of meetings shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose 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 at the Condominium property at least forty-eight (48) hours in advance for the attention of the members of the Association except in the event of an emergency. Meeting by telephonic conference is authorized and, where such conference is used, a telephone speaker shall be attached so that the discussion may be heard by the members of the board and by any unit owners present in an open 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 describe the nature of any such assessments.

4.7 WAIVER OF NOTICE; JOINDER BY ABSENT DIRECTOR. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving 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. Any director may join in by written concurrence in any action taken at a meeting of the board but such concurrence may not be used for the purpose of creating a quorum.

4.8 QUORUM. A quorum at a directors' meeting 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 required by the Declaration, the Articles or these By-laws. Directors utilizing telephone conference calls for the purpose of regular or special directors' meetings may be counted towards the obtaining of a quorum and may vote via the telephone. A director who is present at a meeting of the Board of Directors 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.

4.9 ADJOURNED MEETINGS. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting as originally called may be transacted at a subsequent meeting provided a notice thereof is posted conspicuously at the Condominium property at least forty-eight (48) hours in advance, except in the event of an emergency.

4.10 PRESIDING OFFICER. The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside.

In the absence of the presiding officer, the directors present shall designate one of their members to preside. The president, or, in his absence, a majority of the Board of Directors, may appoint without vote, the attorney of the Association to act as chairman to conduct the meeting.

4.11 **ORDER OF BUSINESS.** The order of business at directors' meetings shall be:

- (a) Calling of roll;
- (b) Proof of due notice of meeting;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;
- (g) New business;
- (h) Adjournment.

4.12 **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 representative, and board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.13 **EXECUTIVE COMMITTEE.** 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 intervals 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 payable by the unit owners to meet the common expenses of the condominium; (c) to adopt or amend the 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 subdivision (b), (g), (h), (n), (o) and (t) to Article V below.

4.14 **COMPENSATION.** Directors shall not be entitled to any compensation for their services unless compensation is granted by a majority of the voting members at a membership meeting.

4.15 **RECALL.** Subject to the provisions of Section 718.301, Florida Statutes, and subject to the provisions of Article IV of these By-laws, members of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all voting interests.

A special meeting of the unit owners to recall a member or members of the Board of Directors 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. If a special meeting is called as a result of a petition by ten percent (10%) of the voting interests for the purpose of requesting a special meeting for a recall vote, the notice of the meeting must be accompanied by a dated copy of a signature list of at least ten percent (10%) of the voting interests. The list must state that the purpose of the signatures is for recall. The unit owner meeting for recall must be called not less than ten (10) days nor more than sixty (60) days from the date that notice of the meeting is given.

During a meeting of unit owners to recall one or more members of the Board, the owners shall select and announce the name and address of a representative to receive pleadings, notices, or other papers on behalf of the petitioning unit owners in the event that the vote at the meeting is disputed and a petition for arbitration is filed.

If the recall is directed to more than one member of the Board, there shall be a separate vote for each member of the Board sought to be recalled. 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 of Directors shall turn over to the Board any and all records of the Association in their possession, within seventy-two (72) hours after the meeting.

If the proposed recall is by an agreement in writing by a majority of all voting interests, a separate agreement for each member of the Board being recalled shall be prepared and such agreement(s) in writing shall be served on the Association by certified mail. Such agreement shall designate a representative to receive pleadings, notices, or other papers on behalf of the unit owners executing the agreement in the event that the Board determines not to certify the written agreement to recall and files a petition for binding arbitration in the manner described hereafter. The Board of Directors shall call a meeting of the Board within seventy-two (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 seventy-two (72) hours, any and all records of the Association in their possession, or proceed as described below. 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 seventy-two (72) hours, file with the Division of Florida Land Sales and Condominiums a petition for binding arbitration pursuant to the procedures described in Section 718.1255, Florida Statutes. For the purposes of this Section, 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. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within seventy-two (72) hours of the effective date of the recall.

ARTICLE V

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 do all such acts except such acts which by law, the Declaration, 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 and to the extent that same is in accordance with Chapter 718, Florida Statutes) the following:

- (a) Operation, care, upkeep and maintenance of the common elements.
- (b) Determination of the expenses and other obligations required for the operation of the condominium and the Association.
- (c) Collection of the assessments of common expenses from unit owners required to pay same provided, however, that no fees shall be charged against a unit owner for the use of common elements or association property unless such use is the subject of a lease or similar agreement between the Association and such unit owner.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.
- (e) Adoption and amendment of the rules and regulations covering the details of the operation and use of Condominium property.
- (f) Maintaining of bank accounts on behalf of the Association and the designation of the signatories required therefor.
- (g) Purchasing, leasing or other acquiring of units in the name of the Association, or its designee.
- (h) Purchase of units at foreclosure or other judicial sales, in the name of the Association or its designee.
- (i) Organization of corporations to act as designees of the Association in acquiring title to units or leasing units by the Association.
- (j) Obtaining and reviewing insurance for the Condominium property.
- (k) 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.
- (l) 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.
- (m) Levying fines against the unit owners for violations of the rules and regulations established by it to govern the conduct of the unit owners.
- (n) Borrowing money on behalf of the Association other than for the payment of anticipated current operating expenses and/or unpaid operating expenses previously incurred; 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 by-laws, shall be required for the borrowing of any sum in excess of \$50,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any unit without 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 (n) is not repaid by the Association, a unit owner who pays to the creditor such portion thereof as his interest in the 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 against the unit owner's unit.

(o) Contracting for the management of the Condominium and the delegation to such manager such powers and duties of the Board of Directors as the Board may deem appropriate in the circumstances, except those which may be required by the Declaration and these By-laws to have the approval of the Board of Directors or other unit owners and contracting for the management or operation of portions of Condominium property susceptible to separate management or operation thereof; and the granting of concessions for the purpose of providing services to the unit owners. As an exception to the foregoing, there shall be no delegation of powers and duties wherein (i) same are contrary to the Statutes of the State of Florida and are accordingly not susceptible of being delegated; (ii) those delegations and duties which may be required by the Declaration and these By-laws to have the approval of the Board of Directors or of the unit owners; (iii) the delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation; and (iv) same may be contrary to the Declaration of Condominium or the By-laws.

(p) Exercise of all powers specifically set forth in the Declaration, the articles of the Association, these By-laws, and in the Florida Condominium Act (and Chapter 607 and 617, Florida Statutes, as applicable), and all powers incidental thereto.

(q) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of units. However, no fee shall be charged in connection with the transfer, sale or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed the maximum legally permitted by law. No charge shall be made in connection with an extension or renewal of a lease.

(r) Entering into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

(s) Collecting delinquent assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages from the unit owners for violations of these By-laws and the terms and conditions of the Declaration.

(t) Acquiring and entering into agreements whereby it acquires leaseholds, memberships, and other possessory or use interest in lands or facilities, whether or not contiguous to the lands of the Condominium 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.

(u) Designate by majority vote that person who shall serve as Voting Member on behalf of Unit Owners of the Condominium of the Community Association with respect to all matters pertaining thereto. Such designation shall be made annually at the first meeting of each newly elected Board.

ARTICLE VI

OFFICERS

6.1 **EXECUTIVE OFFICERS.** The executive officers of the Association shall be a president, one or more vice presidents, secretary, assistant secretary, and treasurer; all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the president shall not be the secretary or an assistant secretary for the Association.

6.2 **APPOINTIVE OFFICERS.** The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

6.3 **ELECTION.** The Board of Directors, at its first meeting after each annual meeting of general members, shall elect all officers, none of whom, except the president, need be a member of the Board.

6.4 **TERM.** The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors.

6.5 **THE PRESIDENT.** The president shall be the chief executive officer of the Association. Subject to the provisions of 4.10 hereinabove, the president shall preside at all meetings of owners and of the Board. He shall exercise the executive powers of the Association and have general supervision over its affairs and other officers. He shall sign all written contracts and perform all of the duties incident to his office and such other duties as may be delegated to him from time to time by the Board.

6.6 **THE VICE PRESIDENT.** The vice president shall perform all of the duties of the president in the absence of the president, and such other duties as may be required of him by the Board.

6.7 **THE SECRETARY.** The secretary or assistant secretary shall issue notices of all Board meetings and all meetings of owners; he shall attend all meetings and keep the minutes of same; he shall have charge of all of the books of the Association as well as its records and papers, except those kept by the treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspections by owners and Board members at all reasonable times.

6.8 **THE TREASURER.**

(a) The Treasurer shall have custody of the Association's funds and securities. He shall keep full and accurate accounts of the Association's receipts and disbursements. He shall deposit all monies and other valuable effects in the name of, and to the credit of, the Association in such depositories as may be designated by the Board. The books shall reflect an account for each unit in the manner required by the Act.

(b) He shall disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements. He shall render an account of all his transactions as the treasurer, and of the financial condition of the Association to the Board whenever it may require it.

(c) He shall collect all assessments and shall report promptly to the Board the status of collections.

(d) He shall maintain accounting records according to good accounting practices, which records shall be open to inspection by owners or their authorized representatives at reasonable times. He shall render to owners or their authorized representatives, at least annually, a written summary of the Association's fiscal activities.

(e) He shall prepare the Association's budget.

6.9 INITIAL OFFICERS. The officers of the Association who shall hold office and serve until the first election of officers by the Board of Directors of the Association following the first meeting of members, wherein a majority of directors are elected by unit owners other than the Developer, pursuant to the terms of these By-laws, are as follows:

Joseph Heffernan	President
Hans Fischer	Vice-President
Margie A. Parker	Secretary
Steve Annis	Treasurer

6.10 COMPENSATION. Officers shall not receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a director or officer as an employee of the Association, nor preclude the 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.

6.11 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. The acceptance of a resignation shall not be required to make it effective.

ARTICLE VII
FINANCES AND ASSESSMENTS

7.1 **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. Funds shall be withdrawn only upon checks and demands for money signed by such officer or officers as may be designated by the Board.

7.2 **FISCAL YEAR.** The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the United States Internal Revenue Code.

7.3 **DETERMINATION OF ASSESSMENTS.**

(a) The Board of Directors shall fix and determine the sum or sums necessary and adequate to assess owners for their share of the common expenses set forth in the budget. The budget shall set forth all accounts and expense items and describe the applicability of all items set forth in Section 718.504(20), Florida Statutes, on an annual and average monthly basis. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and limited common elements; costs of carrying out the powers and duties of the Association; all insurance premiums and expenses, including fire insurance and extended coverage; and any other expenses designated as common expenses by the Board or the Declaration. The budget shall also set forth estimated amounts for reserves for capital expenditures and deferred maintenance, regardless of whether or not reserves requirements have been waived and a statement of any guarantee of assessments or other election and obligation of the Developer pursuant to Section 718.116(9), Florida Statutes, and a reference to the document containing such guarantee. Funds for the payment of common expenses shall be assessed against units as provided in the Declaration. Assessments shall be payable monthly in advance and shall be due on the first day of each month unless otherwise ordered by the Board. Assessments shall not, however, be levied less frequently than on a quarterly basis. Assessments shall be made against unit owners on a monthly basis, as aforesaid, 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. Special assessments, if necessary, shall be levied in the same manner as regular assessments and shall be payable in the manner determined by the Board. All funds due under these By-laws and the Declaration are common expenses.

(b) A copy of the proposed budget shall be mailed to owners not less than fourteen (14) days prior to the Board meeting at which the budget will be considered, together with a notice of that meeting. The directors' meeting at which the budget shall be considered shall be open to all of the unit owners. The minutes of such directors' meeting shall reflect the adoption of the budget, if the same is adopted, and a copy of the adopted budget shall be attached to the minutes and maintained as a part of the financial records of the Association.

(c) If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessment for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests to the Board,

shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than sixty-six and two thirds percent (66-2/3%) vote of the voting interests. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by sixty-six and two-thirds percent (66-2/3%) of the voting interests in writing, the budget shall be adopted. If the meeting of 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. The minutes of such meeting shall be attached to the minutes and reflect the adoption of the budget and a copy of the adopted budget shall be maintained as a part of the financial records of the Association. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property shall be excluded from the computation.

(d) The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, but not limited to those expense items listed in Section 718.504(20), Florida Statutes. If the expense item for any category set forth in the foregoing statute is not applicable, the category shall nevertheless be listed, but followed by an indication that the expense is not applicable. In addition to annual operating expenses, the proposed budget shall in all events include as separate items reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. In determining such accounts, a capital expenditure shall constitute an expense that results from the purchase of an asset whose life is greater than one year in length or the addition of an asset which extends the life of the previously existing asset for a period greater than one year; similarly, deferred maintenance is an expenditure for maintenance or repair that will result in extending the life of an asset for a period greater than one year. For each item for which reserves are maintained, the budget shall show the estimated life, estimated replacement cost and estimated remaining useful life. Additionally, each budget shall state separately the current balance in each reserve account as of the date the proposed budget is prepared.

(e) Proposed reserve accounts may be deleted from or reduced in effective budgets in the event that the members of the Association have by a majority vote of those unit owners present in person or by proxy at a duly called meeting of the Association determined for a fiscal year to provide no reserves or reserves which are less adequate than as required by the foregoing. If a meeting of the unit owners has been called to determine 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. Reserves for capital expenditures and deferred maintenance required by Section 718.112(2)(f), Florida Statutes, are common expenses and must be fully funded unless properly waived or reduced. Funds reserved pursuant to Section 718.112(2)(f), Florida Statutes, shall be used for the purposes for which they are reserved unless their use for other purposes is approved by a vote of the majority of the members of the Association at a duly called meeting thereof.

(f) When the Board determines the amount of an assessment, the treasurer shall mail or present to each owner a statement of assessment. All assessments shall be paid to the

treasurer and, upon request, the treasurer shall give a receipt for each payment received.

7.4 APPLICATION OF PAYMENT AND COMMINGLING OF FUNDS. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board. However, portions of such sums as represent funds for reserves as set forth in the then applicable budget shall be separately accounted for and shall only be used for the purposes as intended, unless waived by due vote of the membership as provided in subsection (e) of Section 7.3 above. Any delinquent payment by an owner shall be applied to interest, costs, attorney's fees, other charges, expenses, advances and general or special assessments in such manner and amounts as the Board determines.

7.5 ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors, subsequent to recording a claim of lien, may accelerate the remaining installments of the assessment upon notice to the unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

7.6 FIDELITY BONDS. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board, but in no event in a particular sum of less than \$10,000.00 for each such officer or director. The premiums on such bonds shall be paid by the Association.

7.7 AUDIT. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished each member of the Association not less than thirty (30) days after its receipt by the Board.

7.8 APPLICATION OF PAYMENT. All assessment payments by a unit owner shall be applied as provided herein and in the Declaration for the Condominium.

7.9 FINANCIAL REPORTS. Within sixty (60) days following the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each unit owner 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: (i) costs for security; (ii) professional and management fees and expenses; (iii) taxes; (iv) costs for recreation facilities; (v) expenses for refuse collection and utility services; (vi) expenses for lawn care; (vii) costs for building maintenance and repair; (viii) insurance costs; (ix) administrative and salary expenses; and (x) general reserves, maintenance reserves and depreciation reserves. With respect to subparagraph (x), and regardless of whether reserves have been waived for the period covered by the statement, the report shall set forth the following information:

(a) Each reserve account shall be identified, and each such account shall appear as a separate line item;

(b) As to each reserve account, the beginning balance and the amount of

assessments collected and placed in that account during the period covered by the statement shall be shown;

(c) As to each reserve account, the amount expended or removed from that account shall be shown, including but not limited to, transfers to other Association accounts; and

(d) As to each reserve account, the balance in that account at the end of the period covered by the financial report shall be shown.

The annual report of actual receipts and expenditures as required by Section 718.111(13), Florida Statutes, shall show separately assessments and all other income received by the Association from the Developer and from all other unit owners.

7.10 **CERTIFICATIONS.** Within fifteen (15) days after request by a unit owner or unit mortgagee, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the unit owner with respect to the condominium parcel. Any person other than the owner who relied upon such certificate shall be protected thereby.

ARTICLE VIII

ROSTER OF UNIT OWNER AND MORTGAGEES

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 in a booklet entitled "Owners of Units". A unit owner who mortgages his unit shall notify the Association of the name and address of his mortgagee and shall file a copy of the note and mortgage with the Association. A unit owner who satisfies a mortgage covering a unit shall also notify the Association thereof and shall file a copy of the satisfaction of mortgage with the Association. The Association shall maintain such information in a roster entitled "Mortgagees of Units".

ARTICLE IX

PRELIMINARY 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.

ARTICLE X

AMENDMENTS

Except as otherwise provided elsewhere, these By-laws may be amended in the following manner:

10.1 **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.

10.2 **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 members 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 approval is delivered to the secretary at or prior to the meeting. The approvals must be by not less than a majority of the voting interests present in person or by proxy and voting at a duly-noticed meeting of the Association at which a quorum is present.

10.3 **AMENDMENT.** No By-law shall be revised or amended by reference to its title or number only. Proposals to amend existing 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, 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 By-laws. See By-law ... for present text". Non-material errors or omissions in the by-law amendment process shall not invalidate an otherwise properly promulgated amendment.

10.4 **PROVISO.** Any amendment which would affect the surface water management system, including, but not limited to, drainage easements and the water management portions of the common elements, must have the prior approval of the governing water management district.

10.5 **EXECUTION AND RECORDING.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and By-laws, which certificate shall be executed by the president or vice-president and attested by the secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida, provided, however, that no amendment shall be valid unless recorded with identification on the first page thereof of the book and page of the public records where the Declaration of Condominium for the Condominium operated by the Association is recorded.

ARTICLE XI

COMPLIANCE AND DEFAULT

11.1 **VIOLATIONS.** In the event of a violation (other than the non-payment of an assessment) by an owner of any of the provisions of the Declaration, By-laws, or the Act, the Association, by direction of its Board, shall notify the owner of said breach by written notice, transmitted to the owner at his unit by certified mail. If such violation shall continue for a period of thirty (30) days from the date of mailing of the notice, the Association shall have the right to treat such violation as an intentional, material breach of the Declaration, By-laws, or the Act, and the Association shall then, at its option, have the following elections:

- (a) To commence an action in equity to enforce performance on the part of the owner; or
- (b) To commence an action at law to recover its damage; or

(c) To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon finding by a Court that the owner was in violation of any of the provisions of the above mentioned documents, the owner shall reimburse the Association for its reasonable attorney's fees incurred in bringing such action. Failure on the part of the Association to commence an action at law or in equity within sixty (60) days from the date of receipt of a written request, signed by an owner, sent to the Board, shall authorize any owner to bring an action in equity or suit at law relating to an alleged violation, in the manner provided for by the Act. Any violations, which are deemed by the Board to be a hazard to public health or safety, may be corrected by the Association immediately as an emergency matter.

The Directors may pursuant to F.S. 718.303, impose fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations by owners, family members, guests, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$1,000.00 or such maximum amount as is permissible by law.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the unit owner listed in the official records of the Association, and as to tenants, to the mailing address for the unit. Said notice shall include: (i) A statement of the date, time and place of the hearing; (ii) A statement of the provisions of the Declaration, Articles of Incorporation, By-Laws, or Rules and Regulations which have allegedly been violated; (iii) A short and plain 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. The hearing shall be held before a Committee of other unit owners. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial, at trial, and on appeal. The payment of fines shall be the ultimate responsibility of the unit owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests, occupants, licensees, invitees and tenants.

11.2 VIOLATIONS (MONETARY). In the event an owner of a unit does not pay any assessments, interest, costs and reasonable attorneys fees required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its own behalf or through its Board of Directors or manager acting on behalf of the Association, may foreclose the lien encumbering the unit created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a receiver if it so requests. The Association shall have the right to bid-in the unit at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Association may, through its Board of Directors or manager acting on behalf of the Association or on its own behalf,

bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the Association against a unit owner, the defendants shall pay the costs thereof, together with a reasonable attorney's fee.

If the Association becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in bringing the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the unit, which shall include, but shall not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the unit in question.

11.3 NEGLIGENCE OR CARELESSNESS OF AN OWNER. Each owner shall be liable for the expenses of any maintenance, repair or replacement necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees, or lessees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its rights of subrogation. The cost of any maintenance, repair or replacement performed pursuant to this section shall be charged to said owner as a specific item.

11.4 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, including appellate attorney's fees, as may be determined by the court.

11.5 NO WAIVER OF RIGHTS. The failure of the Association or an owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or owner to enforce such right, provision, covenant or condition in the future.

11.6 ELECTION OF REMEDIES. All rights, remedies, and privileges granted to the Association or an owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium documents.

11.7 GENERALLY. Each owner of a unit, for himself, his heirs, successors and assigns, consents to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of a unit to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of units, and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XII
OFFICIAL RECORDS

From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association.

(a) The plans, permits, warranties and other items required to be provided by the Developer pursuant to Section 718.301(4), Florida Statutes.

(b) A photocopy of the recorded Declaration of each condominium operated by the Association and all amendments thereto;

(c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;

(d) A certified copy of the Articles of Incorporation and all amendments thereto;

(e) A copy of the current rules of the Association;

(f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of all unit owners, which minutes shall be retained for a period of not less than seven (7) years;

(g) A current roster of all unit owners, their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers;

(h) All current insurance policies of the Association;

(i) A current copy of any management agreement, lease or other contract to which the Association is a party or under which the Association or unit owners have an obligation or responsibility;

(j) Bills of sale or transfer for all property owned by the Association;

(k) Accounting records for the Association and separate accounting records for each condominium that it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but are not limited to: (i) accurate, itemized and detailed records of all receipts and expenditures; (ii) a current account and a monthly, bi-monthly or quarterly statement of the account for each unit designating the name of the unit owner, the due date and the amount of each assessment, the amount paid upon the account, and the balance due; (iii) all audits, reviews, accounting statements and financial reports of the Association or Condominium; and (iv) 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 one (1) year;

(l) Voting proxies which shall be maintained for a period of one (1) year from the date of the meeting for which the proxy was given; and

(m) All rental records where the Association is acting as agent for the rental of condominium units.

The official records of the Association shall be maintained in the county in which the Condominium is located and shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records shall include the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

ARTICLE XIII
INDEMNIFICATION

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or settlement thereof in which he may become involved, by reason of his being or having been director or officer of the Association. This indemnification shall apply whether or not he is a director or officer at the time such liabilities or expenses are incurred, except in cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such director or officer may be entitled.

ARTICLE XIV
LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any former owner or member from any liability or obligation incurred under or in any way connected with the Condominium during the period of ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member, arising out of, or which is in any way connected with such ownership and membership.

ARTICLE XV
LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the property, the Association shall not be liable for injury or damage caused by any latent condition in the property, nor for injury or damage caused by the elements, or other owners or persons.

ARTICLE XVI

LIENS

16.1 **PROTECTION OF PROPERTY.** All liens against a unit, other than liens created by permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the Condominium documents or by law, whichever is sooner.

16.2 **NOTICE OF LIEN.** An owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, within five days after the attaching of the lien.

16.3 **NOTICE OF SUIT.** An owner shall give notice to the Association of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the owner receives the notice thereof.

16.4 **VALIDITY OF SUIT.** Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

16.5 **PERMITTED MORTGAGEE REGISTER.** The Association shall maintain a register of all permitted mortgagees, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon an owner to said mortgagee. If a register is maintained, the Association may make such charge as it deems appropriate against the applicable unit for supplying the information provided herein.

ARTICLE XVII

SEAL

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed reproduced or otherwise.

ARTICLE XVIII

ARBITRATION

In the event of internal disputes between Unit Owners, the Association, the Board of Directors, or their respective agents and assigns, arising from the operation of the Condominium, the parties of such disputes may elect to resolve such disputes by voluntarily entering into binding arbitration proceedings. In the event that all parties to the internal dispute voluntarily agree to resolve the same in such fashion, such proceedings shall be in accordance with the provisions of the Florida Arbitration Code. Nothing contained in this Article is intended to create a defense to any claim regarding such internal dispute and in a proceeding in a court of competent jurisdiction to which any person, Board, class or entity is a party.

ARTICLE XIX
CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these By-laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the content so requires.

ARTICLE XX
CONFLICT

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-laws and the Declaration of Condominium, the provisions of the Declaration shall prevail.

ARTICLE XXI
CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-laws or the intent of any provisions hereof.