

**AMENDED AND RESTATED BY-LAWS OF
PERICO BAY VILLAGE ASSOCIATION, INC.**

ARTICLE I. IDENTIFICATION

1.1 **Identity:** These are the By-Laws of Perico Bay Village Association, Inc., a corporation not for profit organized and existing under the laws of Florida, hereinafter called "Association".

1.2 **Purpose:** The Association has been organized for the purpose of operating condominiums pursuant to Chapter 718, Florida Statutes, as amended from time to time, hereinafter called the "Condominium Act." The Condominiums to be operated by the Association are Village I of Perico Bay, a Condominium, Village II of Perico Bay, a Condominium, and Village III of Perico Bay, a Condominium, located in Manatee County, Florida, hereinafter called "Condominiums."

1.3 **Office:** The office of the Association shall be at 4301 32nd Street West, Suite A20, Bradenton, FL 34205, until otherwise changed by the Board of Directors.

1.4 **Fiscal Year:** The fiscal year of the Association shall be the calendar year.

1.5 **Seal:** The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "corporation not for profit" and the year of incorporation.

ARTICLE II. MEMBERS

2.1 **Qualification:** The members of the Association shall consist of all of the record owners of units in the Condominiums operated by the Association.

2.2 **Change of Membership:** Change of membership in the Association shall be established by (a) recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a change in record title to a unit in the Condominium, (b) the delivery to the Association of a certified copy of such instrument; and (c) the approval of the Association to such change in ownership as required in the Declaration. Upon the happening of all three such events, the owner established by such instrument shall thereupon become a member of the Association, and the membership of the prior owner shall be terminated. The Association may waive the requirement of certification of such copy if it desires.

2.3 **Multiple Owners:** When a unit is owned by more than one person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each owner shall be a member of the Association by virtue of being a record owner of an interest in a unit. Lessees of units shall not be members. All matters of voting shall, however, be determined on a unit basis, as provided in Article III.

2.4 **Restraint Upon Assignment of Membership, Shares and Assets:** The membership of a unit owner, and the share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenant to his unit.

2.5 Evidence of Membership: There shall be no stock or membership certificates in the Association. Membership shall be determined by approved ownership as herein provided.

ARTICLE III. VOTING

3.1 Voting Rights: The member or members who are the record owners of each Condominium unit shall be collectively entitled to one (1) vote for each such unit in the Condominiums, as provided in the Declaration and the Articles of Incorporation. If members own more than one unit, they shall be entitled to one vote for each unit owned. A unit vote may not be divided.

3.2 Voting Procedure: The single or multiple owners of each unit shall have one vote for each unit. All determination of requisite majorities and quorums for all purposes under the Declaration, the Articles of Incorporation and these By-Laws shall be made by reference to the number of units in the Condominiums entitled to vote. Decisions of the Association shall be made by the owners of a majority of units represented at a meeting at which a quorum is present, unless a greater percentage is required by the Declarations, the Articles of Incorporation, these By-Laws or the Condominium Act.

3.3 Quorum: A quorum shall exist when the owners of one-third or more of the units are present, either in person, by designated voting representative or by proxy.

3.4 Designation of Voting Representative : The right to cast the vote attributable to each unit shall be determined, established and limited pursuant to the provisions of this section:

(a) Single owner: If the unit is owned by one natural person, that person shall be entitled to cast the vote for his unit.

(b) Multiple owners: If a unit is owned by more than one person, either as co-tenants or joint tenants, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners and filed with the Secretary of the Association.

(c) Life Estate with Remainder Interest: If a unit is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the unit. If the life estate is owned by more than one person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a unit in fee in the same manner as the life tenants own the life estate.

(d) Corporations: If a unit is owned by a corporation, the officers or employees thereof entitled to cast the vote for the unit shall be designated by a certificate executed by an executive officer of the corporation and attested by the Secretary or an Assistant Secretary, and filed with the Secretary of the Association.

(e) Partnership: If a unit is owned by a general or limited partnership, the general partner entitled to cast the vote for the unit shall be designated by a certificate executed by all general partners and filed with the Secretary of the Association.

(f) Trustees: If a unit is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the vote for the unit. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for the unit by a certificate executed by all trustees and filed with the Secretary of the Association.

(g) Estates and Guardianships: If a unit is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such unit upon filing with the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship.

(h) Tenants by the Entirety: If a unit is owned by a husband and a wife as tenants by the entirety, they may designate a voting member in the same manner as other multiple owners. If no certificate designating a voting member is on file with the Association, and only one of the husband and wife is present at a meeting, he or she may cast the vote for their unit without the concurrence of the other owner. If both spouses are present, they may jointly cast the vote for their unit, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the unit may still be counted for purposes of a quorum.

(i) Leases: If a unit is leased, the owner-lessor shall be entitled to cast the vote for the unit, except that the owner may designate a lessee as the person entitled to cast the vote for the unit by a certificate executed by all owners and filed with the Secretary of the Association.

(j) Certificate: Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked unit shall not be counted in determining a quorum, unless all owners required to execute such certificate are present, in person or by proxy, and such unit owners shall lose their vote on any particular matter unless they concur on the manner in which the vote of the unit is to be cast on that matter.

(k) Limitation: If there has been a change in ownership of a unit, until such change has been approved by the Association as required by the Declaration, the vote attributable to such unit shall not be counted for any purpose.

3.5 Approval or Disapproval of Matters: Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

3.6 Proxies: Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative, or the owner, if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the Association before the appointed time of the meeting or

any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. No one person may be designated to hold more than ten proxies. In no event shall a proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given.

3.7 Method of Voting: Subject to the provisions of the Declaration, voting may be by roll call, voice vote, or by written ballot; provided that whenever written approval is required by the Declaration, or wherever any amendment to any Condominium document is proposed, or when any improvement, special assessment, election or regulation is put to a vote, the voting shall be by written ballot. Any vote to amend the Declaration relating to a change in percentage of ownership in the common elements or sharing of the common expense shall be by secret ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "yeas" and "nays", provided, that any five voting members, or the chairman, may require a roll call vote.

ARTICLE IV. MEETINGS OF MEMBERS

4.1 Annual Meeting: The annual meeting of the members shall be held during the month of March of each year on a day and at a time determined by the Board of Directors; provided that notice pursuant to Section 4.3 is given at least 30 days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing Directors, and transacting any other business authorized to be transacted by the members.

4.2 Special Meetings: Special meetings of the members shall be held whenever called by the President, or Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from voting members entitled to cast votes for not fewer than 15% of the total number of units in the Condominium, unless a smaller percentage is provided for consideration of particular issues by the Condominium Act.

4.3 Notice of Meetings: Notice of all meetings of the members, stating the time, place and objects for which the meeting is called, shall be given by the President or Vice President or Secretary, unless waived in writing. The notice for any meeting at which assessments against unit owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Such notice shall be given in writing to each member at his address, as it appears on the books of the Association, and shall be mailed or delivered not fewer than fifteen (15) days, nor more than sixty (60) days, prior to the date of the meeting, and by the posting in a conspicuous place on the Condominium property of a notice of the meeting at least fifteen (15) days, but not more than sixty (60) days, in advance of the date of the meeting. The notice to each member shall be furnished by personal delivery, or by mailing the same by either regular or certified mail to the member at his address as it appears on the books of the Association. A duplicate notice shall be furnished to the designated voting representative if such voting representative is not also an owner. Proof of such mailing shall be given by Affidavit of the person giving the notice in accordance with the Condominium Act. Notice of meetings may be waived in writing before, during or after meetings. Provided, however, that notice of the

annual meeting shall be given by mail, and notice thereof may be waived only in writing and prior to the date for the giving of such notice, in accordance with the Condominium Act.

4.4 Place: Meetings of the Association members shall be held on the Condominium Property or at such other place in Manatee County, Florida, as the Board of Directors may designate in the Notice of Meeting.

4.5 Adjournments: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

4.6 Order of Business: The order of business at annual meetings, and as far as practical at all special meetings, shall be:

- (a) Election of Chairman of the meeting (if necessary).
- (b) Calling of the roll and certifying of the proxies.
- (c) Proof of notice of the meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Announcements.
- (k) Adjournment.

4.7 Action Without Meeting: Whenever the affirmative vote or approval of the members is required or permitted by the Declaration, Condominium Act or these By-Laws, such action may be taken without a meeting if members entitled to cast not fewer than 75% of the votes if such meeting were held, shall agree in writing that such action be taken and waive the necessity of such meeting. Provided, however, that if a greater percentage approval is required, then not less than such percentage must so agree in writing. Provided further that the Declaration, Articles of Incorporation and these By-Laws may not be amended without a meeting. Notice of the action so taken shall be given in writing to all members who did not approve such action in writing within ten (10) days of such approval. No action may be taken pursuant to this section 4.7 for which a meeting of members is required by the Condominium Act.

4.8 Proviso: Provided, however, that until the Developer has terminated its control of the Association and its affairs in accordance with the Declaration and the Condominium Act, the proceedings of all meetings of the members of the Association shall have no effect unless approved by the Board of Directors, except for the rights of the unit owners other than Developer to elect Directors and such other matters for which the Condominium Act requires the approval, consent, vote or other action by unit owners other than the Developer.

ARTICLE V. DIRECTORS

5.1 Number: The affairs of the Association shall be managed by a Board of five (5) Directors, unless otherwise determined by majority vote of the members from time to time. In no event shall there be more than nine (9) directors or less than three (3) directors. Notwithstanding the foregoing, if there are more than five (5) directors on the date this section is approved by the members, the reduction in directors to five (5) shall be accomplished solely through attrition, and no new directors will be elected until the Board has been reduced to five (5) directors unless otherwise determined by the members.

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

(a) Election of Directors shall be held at the annual meeting of the members. A nominating committee of not less than three (3) nor more than five (5) members may be appointed by the Board of Directors not less than thirty (30) days prior to the annual meeting of the members. The nominating committee shall nominate at least one (1) person for each Directorship. Other nominations may be made from the floor, and nominations for additional directorships, if any, created at the meeting shall be made from the floor.

(b) The election shall be by ballots, unless dispensed with by unanimous consent, 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.

(c) Any Director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board may be called by 10% of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by vote of the members of the Association at the same meeting, or if the recall be by agreement, the Board shall fill such vacancy at a meeting within seventy-two (72) hours after receipt of the agreement. Procedures for certification of the recall, resolution of disputes and surrender of records by the recalled member shall be as provided by the Condominium Act, as it may be amended from time to time.

(d) The Developer shall be vested with the power to designate the initial Board of Directors, the members of which need not be owners of units in the Condominium. The initial Board of Directors shall serve until the first election of Directors. Any vacancies occurring prior to the first election shall be filled by the remaining Directors.

(e) The first election of Directors shall be held when unit owners other than Developer own 15% of the units in the Condominium operated by the Association. Within sixty (60) days after such time the Association shall call a meeting of the unit owners and give not fewer than thirty (30) nor more than forty (40) days' notice of such meeting. At such meeting, unit owners other than Developer shall be entitled to elect one-third of the members of the Board of Directors. The remainder of the Board of Directors shall be designated by Developer. The Directors elected and designated at the first election shall serve until the annual meeting date that is not less than eighteen (18) months following

such election or until the unit owners other than Developer are entitled to elect a majority of the Board of members pursuant to the Declaration, whichever first occurs, at which time the unit owners other than Developer shall elect the number of Directors to which they are entitled under the Declaration and Condominium Act, and Developer shall designate the remaining Directors.

(f) When the unit owners other than Developer are entitled to elect a majority of the Board of Directors pursuant to the Declaration, a special meeting shall be called and the unit owners other than Developer shall be entitled to elect a majority of the members of the Board of Directors and Developer shall designate the remaining members. Thereafter, Directors shall be elected annually at the annual meeting.

(g) Beginning with the election of Directors at which unit owners other than Developer are entitled to elect a majority of Directors, Developer shall, at its option, have the right to designate or elect that number of Directors determined by multiplying the total number of Directors times a fraction, the numerator of which is the number of units that will ultimately be operated by the Association, less the number of units owned by unit owners other than Developer, and the denominator of which is the total number of units that will ultimately be operated by the Association. Such number shall in no event be more than the number of Directors elected by the unit owners other than Developer, less one. Provided, that during the time Developer may designate or elect Directors under this Section 5.2(g), Developer shall be entitled to elect or designate at least one Director. All such rights shall continue so long as the Developer owns and holds for sale in the ordinary course of its business at least 5% of the units in the Condominium to be operated by the Association. Developer may waive its right to elect any one or more Directors under this paragraph, which waiver shall apply only to the specific election at which the waiver is made. If Developer does waive such right, the unit owners shall elect the Board member or members who would otherwise have been elected or designated by Developer.

5.3 Term: The term of each Director's service shall extend to the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

5.4 Qualifications: All Directors shall be members of the Association; provided, however, that any Director elected or designated by Developer pursuant to these By-Laws need not be members. An officer of any corporate owner and a general partner of any partnership owner shall be deemed members for the purposes of qualifying for election to the Board of Directors.

5.5 Vacancies: Except as otherwise provided herein, if the office of any Director becomes vacant, whether by reason of death, resignation, retirement, disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of Director he is replacing. Vacancies following removal of office pursuant to Section 5.2 (c) shall be filled as therein provided. Any vacancy in the Board of Directors occurring during the time that the Developer and unit owners other than Developer share authority to elect and designate Directors shall be filled in the manner in which the Director who has vacated his office was originally elected or designated, i.e. if elected by unit owners, the

vacancy shall be filled by special election by unit owners other than Developer and if designated or elected by Developer, then Developer shall select and designate a person to fill such vacancy.

5.6 Disqualifications and Resignation: Any Director may resign at any time by sending written notice to the Secretary of the Association. Such resignation shall take effect upon receipt by the Secretary, unless otherwise specified in the resignation. Any Director who must be a member of the Association shall be deemed to have resigned if he transfers his unit so that he ceases to be a member of the Association. After the Developer has transferred control of the Association pursuant to the Declaration more than three (3) consecutive unexcused absences from regular Board meetings shall be deemed a resignation, which shall be effective upon acceptance by the Board.

5.7 Voting: All voting for the election of Directors shall be by unit as provided in Article III hereof.

5.8 Organization Meeting: The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of its election, 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 organization meeting shall be necessary.

5.9 Regular Meetings: The Board may, from time to time, establish a schedule of regular meetings to be held at such time and place as the Board may designate. Any regular scheduled meetings may be dispensed with upon written concurrence of not less than two-thirds (2/3) of the members of the Board.

5.10 Special Meetings: Special Meetings of the Directors may be called by the President and must be called by the Secretary or an Assistant Secretary at the written request of one-third of the Directors.

5.11 Notice: Notice of each regular or special meeting shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the meeting date. All notices shall state the time and place of the meeting, and if a special meeting, the purposes thereof. Any Director may waive notice of a meeting before, during or after the meeting, and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall be deemed a waiver of notice by him.

5.12 Quorum: A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval of a greater number of Directors is required by the Condominium Act, the Declaration, or these By-Laws.

5.13 Adjourned Meeting: 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 any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.14 Joinder in Meeting by Approval of Minutes: The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes, provided such concurrence shall not be used to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

5.15 Meetings Open: Meeting of the Board of Directors shall be open to all unit owners, and notices of such meeting shall be posted conspicuously forty-eight (48) hours in advance of such meeting for the attention of unit owners except in an emergency.

5.16 Presiding Officer: The presiding officer at Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the Directors present shall designate one of their members to preside.

5.17 Directors' Fees: Directors' fees, if any, shall be determined by the members of the Association; provided, Directors designated by the Developer shall not be entitled to Directors' fees.

5.18 Order of Business: The order of business of Directors' meetings shall be:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Announcements.
- (i) Adjournment.

ARTICLE VI. POWERS AND DUTIES OF BOARD OF DIRECTORS

The Board of Directors shall have all powers, authority, discretion and duties necessary for the administration of the Association and operation of the Condominiums, except as may be reserved or granted to the unit owners, Developer or a specific committee or committees of the Association by the Declaration, Articles of Incorporation, these By-Laws or the Condominium Act. The powers of the Board shall include, but shall not be limited to, the following:

6.1 General Powers: All powers specifically set forth in the Declarations, Articles of Incorporation and these By-Laws, and in the Condominium Act, and all powers incident thereto or reasonably to be inferred therefrom.

6.2 Enforcement and Fines: The Board of Directors shall enforce by legal means, provisions of the Condominium Act, Declarations of Condominium, the Articles of Incorporation, the By-Laws and Rules and Regulations for the use of the property of the Condominiums. In the event that the Board of Directors determines that any unit owner is in violation of any of the provisions of the Condominium Act, a Declaration, By-Laws, Articles or Rules and Regulations, the Board, or an agent of the Board designated for that purpose, shall

notify the unit owner of the nature of the violation. If said violation is not cured within five (5) days, or if said violation consists of acts or conduct by the unit owner, and such acts or conduct are repeated, the Board may levy a fine of a sum not exceeding \$50.00 per offense against the unit owner. Each day during which the violation continues shall be deemed a separate offense. Before levying any fine, the defaulting unit owner shall be entitled to a hearing before the Board, upon reasonable written notice, specifying the violations charged and may be represented by counsel; provided further that no fine may be levied in any event against the Developer.

6.3 Budget and Assessments: To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Declarations, By-Laws and Condominium Act.

6.4 Employment: To employ, dismiss, control and contract for personnel and contractors for the administration of the Association and operation of the Condominiums, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

6.5 Rules and Regulations: To adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association and operation and use of the Condominium Property, subject to the Declarations, By-Laws and Condominium Act. Provided, however, that any rules or regulations adopted by the Board may be supplemented, amended or rescinded by affirmative vote of not less than two-thirds (2/3) of the members of the Association. Any such rules or regulations approved by the members of the Association shall not thereafter be amended or rescinded except upon affirmative vote of not less than two-thirds (2/3) of the members of the Association.

6.6 Committees: To create and disband such committees as the Board may from time to time determine as reasonably necessary or useful in and about the administration of the Association and operation of the Condominiums, and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Declarations, Articles of Incorporation, By-Laws and Condominium Act. All committees of the Association shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board of Directors. Nothing contained herein shall restrict the authority of the unit owners to create, elect and disband such committees, or from modifying the duties and responsibilities of such committees. Any such action of the unit owners shall not be amended or rescinded except by the unit owners. Nothing contained herein shall be deemed to restrict the authority of the President of the Association from appointing advisory committees not inconsistent with committees created by the Board of Directors and the unit owners.

6.7 Record of Mortgages: The Board of Directors shall maintain a book, or other written record, of all holders of mortgages upon each unit. The holder of each mortgage shall be designated as either an "institutional mortgage" or not, as the case may be. Each unit owner must notify the Association of any mortgage on his unit, and the name and address of the mortgagee, within five (5) days after executing and delivering a mortgage on his unit. This record shall be open to inspection, or for copying, by all institutional mortgages holding

mortgages on the Condominium Property, during normal business hours, but the record shall not be opened to the inspection of any others.

ARTICLE VII. OFFICERS

7.1 Officers and Election: The officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and such other officers as may be determined from time to time by the Board, all of whom shall be elected annually by the Board of Directors, and who may be pre-emptorily removed by a majority vote of all Directors at any meeting. Any person may hold two offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall designate the powers and duties of such other officers as it may create.

7.2 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, including but not limited to the power to appoint advisory committees from time to time, from among the members or others as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as Chairman at all Board and Membership meetings.

7.3 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 generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

7.4 Secretary and Assistant Secretary: The secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notice to the members and Directors, and other notices required by law and the condominium documents. 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, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties of the Secretary, when the Secretary is absent. The minutes of all meetings of the members and the Board of Directors shall be kept in books available for inspection by members, or their authorized representatives, and Board members at any reasonable time. All such records shall be retained for not less than seven (7) years.

7.5 Treasurers: The Treasurer shall have the custody of all the property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments and be shall perform all other duties incident to the office of Treasurer.

7.6 Compensation: The compensation of all officers and employees of the Association shall be fixed by the Directors. The provisions that Directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Condominiums. No officer who is a designee of the Developer shall receive any compensation for his services.

7.7 Indemnification of Directors and Officers: Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or on which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7.8 Term: All officers shall hold office until their successors are chosen and qualify.

ARTICLE VIII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

8.1 Accounting: Receipts and expenditures of the Association shall be credited and charged to accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current Expenses: Current expenses shall include all receipts and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or betterments. The balance in this fund at the end of each year shall be applied to reduce the assessment for current expenses for the succeeding year or to fund reserves. The current expense classification shall be detailed and shall include, but not be limited to, the following subclassifications where applicable:

- i. Administration of the Association.
- ii. Management fees.
- iii. Maintenance.
- iv. Rent for recreational and other commonly used facilities.
- v. Taxes upon Association property.
- vi. Taxes upon leased areas.
- vii. Insurance.
- viii. Security provisions.
- ix. Other expenses.
- x. Operating capital.
- xi. Fees payable to the Division of Florida Land Sales and Condominiums.

(b) Reserves for Deferred Maintenance: Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Capital Expenditures and Replacement: Reserves for capital expenditures and replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments: Reserves for betterments shall be used for capital expenditures for betterments as herein defined. Reserves for betterments shall be budgeted within the sole discretion of the Board of Directors.

(e) Additional Accounts: The Board may establish additional accounts for specifically authorized improvements, or other categories consistent with accepted accounting practices.

8.2 Budget: The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and funds for required reserves, and may provide funds for specifically proposed betterments and approved improvements. Provided, however, that during the period of time the Developer has the right to, and exercises control of the Association, budgets may be adopted for other than a calendar year.

8.3 Procedure: The Board of Directors shall adopt a budget in accordance with the Condominium Act, as same may be amended from time to time.

8.4 Betterments: Betterments shall mean and include the acquisition of tangible personal property by the Association for the benefit of the Association and its members, and shall also include the acquisition, installation and construction of things, as well as the performance of work, the result of which shall improve or enhance the value of the common elements or its use by the condominium residents. Betterments shall not require increased maintenance to the extent that they will have a substantial impact on common expenses. Betterments shall be of a lesser magnitude than improvements, and shall not be subject to the restrictions of Article 11 of the Declaration. By way of explanation only, and not by way of limitation, the following shall be deemed betterments: the installation of improved or additional street lighting, installation of additional landscaping, the widening of existing paved streets or walks, or the paving of new walks or paths; installation of improved or additional barbeque or picnic facilities; construction of a fishing dock in a lake or stream; installation of a heating system for a pool; or the extension of an irrigation or sprinkling system. By contrast, improvements, as used in the Declaration, are intended to include the construction of new buildings or additions to the existing buildings, the installation of recreational facilities such as pools and tennis courts, and other activities that substantially alter the use of the common elements and impact upon maintenance expense. Betterments shall in no event exceed a total cost of Ten Thousand Dollars (\$10,000.00) in any fiscal year, nor shall any one project costing in excess of Two Thousand Five Hundred Dollars (\$2,500.00) be deemed a betterment, without the approval of unit owners owning a majority of the units in the condominium. The Board of Directors may plan for and include within the budget amounts for betterments and may expend such amounts; provided, however, that the Association, by majority vote of those present at any meeting, may overrule the decision of the Board that a given budget item constitutes a betterment, and may require the same be treated as an improvement and approved as required by the Declaration. It is the purpose of this section to permit the Board of Directors, within limitations and guidelines, to provide for enhancements to the Condominium Property that might otherwise be technically considered an improvement, and to provide both discretion to the Board, yet protect the right of the unit owners to require that the more restrictive improvement procedures be invoked. The cost for betterments shall not be incurred without notice to the members, either by way of inclusion in a budget, notice at a meeting, or otherwise, so that the members' right to object shall be secured. The determination

of the Board to treat an item as one of betterment shall be conclusive after the Association has had the opportunity to direct that same be deemed a proposed improvement. The Association members shall be considered to have had an opportunity to take such action if there has been a regular or special meeting of the membership at the time of giving of such notice or within thirty (30) days thereafter, or if more than fifteen (15) days have elapsed after the giving of such notice and no request for a special meeting pursuant to Section 4.2 has been made. If such request for a special meeting is made, then the determination of the Board must await the conclusion of the special meeting called pursuant to such request. If any such meeting is held, and a majority does not direct that such proposed betterment be deemed an improvement, then thereafter the Board's determination to treat same as a betterment shall be conclusive.

8.5 Assessments and Special Charges: Annual Regular Assessments against a unit owner for his share of the items of the budget shall be made in advance on or before December 20 preceding the year for which the assessment is made. Such assessment shall be due in four (4) equal quarter annual installments, which shall come due on the 1st day of January, April, July and October of the year for which the assessments are made. If an annual Regular Assessment is not made as required, a Regular Assessment shall be presumed to have been made in the amount of the last prior Regular Assessment and monthly payments thereon shall be due from the 1st day of each month until changed by an amended assessment. In the event the annual Regular Assessment proves to be insufficient, the budget may be amended at any time by the Board and a Supplementary Assessment levied. The Supplementary Assessment shall be due on the 1st day of the month next following the month in which the Supplementary Assessment is made or as otherwise provided by the Board of Directors. The first Regular Assessment shall be determined by the Board of Directors of the Association. Other assessments may be made from time to time by the Board as provided in the Declaration, with Association approval where required. Notice of Supplementary and Improvement Assessments not previously approved by the unit owner shall be given to the unit owners. Unit owners may request a special meeting to reconsider such assessment by filing a request therefor in accordance with Section 4.2 of these By-Laws. Such request shall be filed within fifteen (15) days of mailing or delivery of the notice of such assessment. At any such special meeting called pursuant hereto, if the proposed Improvement or Supplementary Assessment is not approved by the owners of the requisite number of units in accordance with the Declaration and these By-Laws, then such assessment shall not go into effect until and unless the proposed assessment is approved in accordance with the Declaration and these By-Laws. In such event the assessment may be levied only in such form and amount as may be properly approved. Nothing contained herein shall prohibit the Board of Directors from levying a supplementary Assessment for any bona fide emergency common expense that cannot be paid from the approved Regular Assessments and approved Supplementary Assessments or appropriate reserve funds. Nothing contained herein shall limit the authority of the Board to levy Improvement Assessments or Special Assessments for necessary repairs or to effect reconstruction under the Declaration. The Board may levy Special Charges pursuant to the Declaration.

8.6 Acceleration of Assessments: As provided in the Declaration, upon default in payment the Board may elect to accelerate remaining installments of annual Regular, Supplementary, Improvement or other assessments, and such assessments shall stand accelerated ten (10) days after delivery or receipt of such notice to or by the delinquent unit owner, or twenty (20) days after mailing of such notice by certified or registered mail, whichever first occurs.

8.7 Expenditures: All funds of the Association shall be expended only upon authorization of the Board of Directors. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Funds derived from special assessments and funds in reserves shall be expended solely for the purpose for which such assessment was made or reserve established, provided, that upon completion of such specific purpose or purposes, any excess funds shall be considered common surplus. Contingency funds may be expended for any legitimate purpose by action of the Board. Funds received from Special Charges may be expended only for the purposes for which such Special Charges were levied, including reimbursement of the general fund of the Association for amounts advanced by the Association.

8.8 Depository: The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the Board of Directors. Funds of the Association may be co-mingled or kept in separate accounts, but any such co-mingling shall not alter the accounting designated pursuant to Section 8.1 hereof. All depositories shall be insured by FDIC, FSLIC or other comparable agency, unless deposit to an uninsured account is approved by a majority of the unit owners.

8.9 Financial Report: A report of the accounts of the Association shall be made annually by the Board in not less than the manner and form required by law, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

8.10 Fidelity Bonds: Fidelity Bonds shall be required by the Board of Directors from all persons handling or responsible for the Association's funds. The amounts of such bonds shall be determined by the Board, not to be less than minimum amounts established by the Condominium Act, as it may be amended from time to time. The premiums on such bonds shall be paid by the Association as a common expense.

8.11 Separate Condominiums. Separate budgets shall be adopted for each condominium, and funds shall not be co-mingled except after transfer to common accounts for shared costs. Separate assessments shall be made for each condominium. Provision for unit owner approvals or disapprovals for budgets, assessments, improvements or betterments shall apply separately to each condominium except for betterments that are commonly applicable to more than one condominium. The term "Common Surplus" shall be determined separately for each condominium.

The Board shall allocate expenses incurred by it to the condominiums pursuant to this Section. Expenses directly attributable solely to one condominium shall be charged to that condominium only, as a common expense thereof. Other expenses that cannot readily be cost accounted, including but not limited to, administrative cost and professional fees, shall be apportioned between and among the condominiums on a fair, reasonable and equitable basis, and factors relied upon shall bear a reasonable relationship to the relative benefit to the separate condominiums. Such apportionment may be based upon the number of units in each condominium, or upon other factors if more appropriate. Any apportionment made in good faith

by the Board on such basis, shall be binding, and the portion thereof allocated to each condominium shall be a common expense thereof without the need for further cost accounting. Any items for which the method of sharing expenses is provided in the Declaration shall be shared in the manner provided in the Declaration.

ARTICLE IX. PARLIAMENTARY RULES

Roberts Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association, the Board of Directors and Committees of the Association when not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

ARTICLE X. TRANSFER OF UNITS

The Board of Directors of the Association is empowered to approve or disapprove of transferees of Condominium units and the Board shall make reasonable rules, regulations and standards consistent with the Declarations, governing the approval or disapproval of transferees in the Condominiums, which regulations and standards shall be designed to maintain a community of congenial residents of good character and with sufficient financial ability to timely pay the assessments of the Association and taxes and other requirements for payments resulting from residence in the Condominium. No person shall be denied the right to purchase or lease a unit because of race, religion, sex or national origin. Such standards, as to purchasers and lessees within the Condominiums, shall be drafted by or under the direction of the first elected Board of Directors after the Developer relinquishes control of the Association, and even after Developer relinquishes control of the Association but is conducting sales of units in later stages of the Condominium, Developer shall attempt to maintain the congeniality and compatibility required to carry out the common purpose in this Condominium. However, if the Developer shall have any question regarding the sale or lease of any unit he may submit the name of the purchaser or lessee to the Board of Directors for approval, and if he so submits the name of a purchaser or lessee to the Board, Developer shall be bound by the Board's decision.

ARTICLE XI. AMENDMENT

11.1 Amendments: Amendments to these By-laws shall be proposed and adopted in the following manner subject to any provisions contained in the Declarations and the Condominium Act:

(a). Notice of the subject matter or proposed Amendment shall be included in the notice of any meeting at which a proposed Amendment is considered.

(b). A Resolution for the adoption of a proposed Amendment may be proposed either by the Board of Directors or by the members of the Association. Except as elsewhere provided, such approval must be by not less than two-thirds of the entire membership of the Board of Directors and by not less than two-thirds of the entire membership of the Association or by not less than three-fourths of the entire membership of the Association. Members not present, in person or by proxy, at the meeting considering Amendment, may express their approval in writing, provided such approval is delivered to the Secretary prior to the commencement of the meeting.

(c). No Amendment shall discriminate against any unit owner, or against any unit or class or group of units unless the unit owners so affected shall consent. No Amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Amendments to the By-Laws shall not be effective until they have been recorded in the public records of Manatee County, Florida.

11.2 Alternative: In the alternative, an Amendment may be made by an Agreement signed and acknowledged by all of the record owners of the units in all Condominiums operated by the Association.

ARTICLE XII. ARBITRATION

Internal disputes arising from the operation of the Condominiums among unit owners, the Association, their guests and assigns, may be resolved by voluntary binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales and Condominiums pursuant to the Condominium Act. Each party to the dispute first must agree to the arbitration process and, in such case, the arbitrator's decision will be final. If judicial proceedings are taken after arbitration, the arbitrators' final decision will be admissible in evidence. Any party may seek enforcement of the arbitrators' final decision in a court of competent jurisdiction. Nothing contained herein shall prevent any party from proceeding as may be otherwise provided in the absence of agreement to submit the dispute to binding arbitration pursuant hereto. If the Florida Division of Land Sales and Condominiums no longer provides arbitrators, then the arbitration shall be conducted in such other manner as may be designated by the Condominium Act. If no such alternate provisions are made, then such arbitration may employ such arbitrators and procedures as the parties submitting such matter to arbitration may agree upon.

ARTICLE XIII. MISCELLANEOUS

The provisions of these By-Laws shall be construed together with the Declarations of Condominium and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the provisions of a Declaration, the provisions of the Declaration shall control. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to operate the Condominium. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

ARTICLE XIV. INDEMNIFICATION OF OFFICERS AND DIRECTORS

15.1 Definitions. For purposes of this Article XIV, the following terms shall have the meanings hereafter ascribed to them:

"Expenses" include, without limitation, all costs, expenses, attorneys' fees, and paralegal expenses incurred by a director or officer in, for or related to a Proceeding or in connection with investigating, preparing to defend, defending, being a witness in or participating in a Proceeding, including such costs, expenses, attorneys' fees and paralegal expenses incurred on appeal. Such attorneys' fees shall include, without limitation: (a) attorneys' fees incurred by the director or officer in any and all judicial or administrative proceedings, including appellate proceedings; (b) attorneys' fees incurred in order to interpret, analyze or evaluate that person's rights and remedies

in a Proceeding or under any contracts or obligations which are the subject of a Proceeding; and
(c) attorneys' fees to negotiate with counsel for any claimants, regardless of whether formal legal
action is taken against him;

"Liability" includes obligations to pay a settlement, civil penalty, or fine actually and
incurred with respect to a Proceeding; judgment, reasonably

"Not Opposed to the Best Interest of the Association" describes the actions of a person
who acts in good faith and in a manner he reasonably believes to be in the best interests of the
Association;

"Proceeding" includes any threatened, pending, or completed action, suit, or other type of
proceeding, whether civil, criminal, administrative, or investigative and whether formal or
informal to which the person is a party by reason of the fact that he is or was a director or officer
of the Association including, without limitation, enforcement proceedings instituted by the
Division of Florida Land Sales, Condominiums and Mobile Homes;

"Serving at the Request of the Association" includes any services as a director or officer
of the Association that imposes duties on such persons.

15.2 Indemnification In General. To the fullest extent permitted by law, the
Association shall indemnify any director or officer who was or is a party to any Proceeding
against Liability incurred in connection with such Proceeding, including any appeal thereof, and
shall advance to any officer or director all Expenses of such Proceeding; provided, however, that
no indemnification under this Section 2 shall occur if a judgment or other final adjudication
establishes that the officer's or director's acts or omissions were material to the cause of action
adjudicated and such acts or omissions constitute:

(a) A violation of the criminal law, unless the director or officer had
reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his
conduct was unlawful;

(b) A transaction from which the director or officer derived an improper
personal benefit; or

(c) Wilful misconduct or a conscious disregard for the best interests of the
Association.

15.3 Right to Indemnification. The right to indemnification in accordance with this
Article shall be presumed in all cases. Upon the commencement of a Proceeding, the officer or
director who is the subject of such Proceeding shall deliver written notice to the president of the
Association that the Proceeding has commenced and shall make request for indemnification in
accordance with Section 2 above. Upon delivery of such notice, the Association shall thereafter
indemnify the officer or director giving notice against all Expenses incurred in the subject
Proceeding unless and until an officer, director, or member of the Association delivers a written
objection to the president of the Association specifically stating that the officer or director is
excluded from indemnification for one or more of the reasons set forth in Subsections 2(a)
through (c), above. Upon receipt of an objection, the president shall seek approval of the request

for indemnification in accordance with Section 5 below. Notwithstanding the foregoing, if the president of the Association is seeking indemnification he shall deliver the request to any other officer or director of the Association who is not seeking indemnification in the subject Proceeding.

15.4 Notification of Request For Indemnification. Within seven (7) days following receipt of a request for indemnification, the president or other officer or director of the Association receiving the request shall cause notice of the request to be mailed or delivered to all other current officers, directors, and members of the Association. Such notice shall identify the person or persons seeking indemnity, summarize the nature of the subject Proceeding, and make reference to this Article of the Bylaws.

15.5 Approval of Indemnification. If there is an objection to a request for indemnification, the request shall be subject to approval in the following manner:

(a) By the Board by a majority vote of a quorum consisting of directors who are not parties to the subject Proceedings;

(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board (in which directors who are parties to the subject Proceeding may participate) consisting solely of two or more directors not at the time parties to the subject Proceeding;

(c) By independent legal counsel:

(1) selected by the Board prescribed in Subsection (a) above or the committee prescribed in Subsection (b) above; or

(2) if a quorum of directors cannot be obtained for Subsection (a) above, and the committee cannot be designated under Subsection (b) above, selected by majority vote of the full Board (in which directors who are parties to the subject Proceeding may participate); or

(d) By the members of the Association by a majority vote of a quorum consisting of members who are not parties to the subject Proceeding or, if no such quorum is obtainable, by a majority vote of members including those who are parties to the subject Proceeding.

15.6 Standard of Review. In determining whether an officer or director is entitled to indemnification, the sole consideration shall be whether the person seeking indemnification acted in good faith and in a manner he reasonably believed to be in, or Not Opposed to, the Best Interest of the Association and, with respect to any criminal action or Proceeding, had no reasonable cause to believe his conduct was unlawful. For purposes of making this determination, the fact that a Proceeding was terminated by a judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or Not Opposed to, the Best Interest of the Association or, with respect to any criminal action or Proceeding, that the person had reasonable cause to believe that his conduct

was unlawful. This standard is intended to enlarge the circumstances under which indemnification may be allowed, and is not intended to preclude or limit the mandatory indemnification provisions set forth in Section 2 above or a judicial determination of entitlement to indemnification in accordance with Section 8 below.

15.7 Indemnification When Officer Or Director Prevails. In all events, and notwithstanding the conditions and qualifications set forth in Section 2 above, the Association shall indemnify a director or officer who has been successful on the merits or otherwise in defense of any Proceeding or in defense of any claim, issue, or matter therein, against Expenses actually and reasonably incurred by him in connection therewith.

15.8 Application For Indemnification. Notwithstanding the failure of the Association to provide indemnification due to a failure to satisfy the conditions of Section 2 (a) through (c), and despite any contrary determination of the Board or of the membership in the specific case, a director or officer of the Association who is or was a party to a Proceeding may apply for indemnification or advancement of Expenses, or both, to the court conducting the Proceeding, to the circuit court, or to another court of competent jurisdiction, and such court may order indemnification and advancement of Expenses, including Expenses incurred seeking court-ordered indemnification or advancement of Expenses, if it determines that:

(a) The director or officer is entitled to mandatory indemnification under Section 7, in which case the court shall also order the Association to pay such person reasonable Expenses incurred in obtaining court-ordered indemnification or advancement of Expenses;

(b) The director or officer is entitled to indemnification or advancement of Expenses, or both, under Section 2; or

(c) The director or officer is fairly and reasonably entitled to indemnification or advancement of Expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standards of conduct set forth in Section 2 (a) through (c).

15.9 Advancement of Expenses. An officer or director who receives an advancement of Expenses from the Association during the pendency of a Proceeding shall execute a written undertaking agreeing to repay all advances to the Association if he is ultimately found not to be entitled to indemnification pursuant to this Article.

15.10 Continuance of Indemnification. Indemnification and advancement of Expenses as provided in this Article shall continue, unless otherwise provided when such indemnification and advancement of Expenses was authorized or ratified, to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such person.

15.11 Miscellaneous. The rights of an officer or director hereunder shall be in addition to any other rights such person may have under the Association's Articles of Incorporation or the laws of the State of Florida or otherwise, and nothing herein shall be deemed to diminish or otherwise restrict such person's right to indemnification under any such other provision. It is the intent of this Article to provide the maximum indemnification possible under applicable law. To the extent applicable law or the Articles of Incorporation of the Association, as in effect on the

date hereof or at any time in the future, permit greater indemnification than is provided for in this Article, the parties hereto agree that Indemnitee shall enjoy the greater benefits so afforded by such law or provision of the Articles of Incorporation, and this Article and the exceptions to indemnification set forth in Section 2, to the extent applicable, shall be deemed amended without any further action by the Association to grant such greater benefits.

15.12 Severability. This Article shall be interpreted to permit indemnification to the fullest extent permitted by law. If any part of this Article shall be found to be invalid or ineffective in any action, suit or Proceeding, the validity and effect of the remaining part thereof shall not be effected.