State of Florida

Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on January 27, 2005, for SEACREST OF VILANO ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is N03000005191.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Thirteenth day of May, 2005

Glenda E. Hood

Glenda E. Hood
Secretary of State

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AMENDED AND RESTATED

ARTICLES OF INCORPORATION
OF
SEACREST OF VILANO ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

FILED
05 JAN 27 PM 3:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit under and in accordance with Chapters 617 and 718 of the Florida Statutes, the undersigned hereby associate into a corporation for the purposes and with the powers hereinafter set forth, and to that end, do, by these Articles of Incorporation, certify and set forth the following:

EXPLANATION OF TERMINOLOGY

A. The terms contained in these Articles of Incorporation which are contained in the Condominium Act, Chapter 718, Florida Statutes, as amended prior to the date of execution of these Articles, shall have the meaning of such terms set forth in such Act. All terms which are defined in the Declarations of Condominium shall be used herein with the same meanings as defined in said Declarations.

B. "Association" as used herein shall mean the Casa Hermosa Association, Inc., a Florida corporation not for profit, the corporation formed by these Articles, its successors or assigns.

ARTICLE I
NAME

The name of this Association shall be the SEACREST OF VILANO ASSOCIATION, INC., whose present address is 140 B. North One Drive, St. Augustine, FL 32084.

ARTICLE II
PURPOSE OF ASSOCIATION

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act"), as it exists on the date hereof, for the operation of one condominium (the "Condominium") which will be the SeaCrest of Vilano.

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District

requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

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ARTICLE III
POWERS

The Association shall have the following powers which shall be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the condominium documents or the Act.

2. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

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(a) to make, establish and enforce reasonable rules and regulations governing the use of Condominium Units, Common Elements and the Condominium Property;

(b) to make, levy, collect and enforce Assessments against Condominium Unit Owners to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium and the maintenance and operation of the surface water or stormwater management system, in the manner provided in the condominium documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

(c) to collect the Common Expenses of the Condominium;

(d) to maintain, repair, replace and operate each Condominium Property in accordance with the condominium documents and the Act;

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(e) to reconstruct improvements of each Condominium Property in the event of casualty or other loss;

(f) to enforce by legal means the provisions of the condominium documents;

(g) to employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation and

management of each Condominium Property and to enter into any other agreements consistent with the purposes of the Association;

(h) to acquire, own, mortgage, and convey real and personal property and to take such other reasonable actions in that regard; and

(i) to carry out its duties and obligations under the condominium documents.

3. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declarations, these Articles and the By-Laws.

4. The Association shall make no distribution of income to its members, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of all Condominiums.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declarations, the By-Laws and the Act.

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ARTICLE IV
MEMBERS

The qualification of members, the manner of their admission to membership in the Association, the manner of the termination of such membership and voting by members shall be as follows:

1. Until such time as the SeaCrest of Vilano is submitted to condominium ownership by the recordation of a Declaration in the Public Records of St. Johns County, Florida, the members of this Association shall be comprised solely of Declarant.

2. After the SeaCrest of Vilano shall be submitted to the condominium form of ownership by the recordation of a Declaration, the Condominium Unit Owners, which in the first instance shall mean Declarant as the owner of all the Condominium Units, shall be entitled to exercise all of the rights and privileges of members.

3. Except as to Declarant, who shall be a member as long as it shall own a Unit, membership in the Association shall be established by the acquisition of ownership of fee title to a Condominium Unit in a Condominium as evidenced by the recording of an instrument of conveyance in the Public Records of St. Johns County, whereupon, the membership in the Association of the prior owner thereof, if any, shall terminate as to that Condominium Unit. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

4. No member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to his Condominium Unit.

5. Each Condominium Unit shall be entitled to one (1) vote, which vote shall be exercised and cast in accordance with the Declaration and the By-Laws.

6. The following provisions shall govern the right of each member to vote and the manner of exercising such right:

(a) If there is more than one (1) Condominium Unit Owner with respect to a Condominium Unit as a result of the fee interest in such Condominium Unit being held by more than one (1) person, such Condominium Unit Owners, collectively, shall be entitled to only one (1) vote determined in the manner set forth by the Declaration;

(b) The members shall elect the Board of Directors in the manner provided in Article IX of these Articles;

(c) The President or the person designated by the President in writing shall serve as the "Voting Member" of the Condominium.

ARTICLE V
TERM

The term for which this Association is to exist shall be perpetual. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VI
INCORPORATOR

The Incorporator of the Association is North Cut of Vilano, Inc., a Florida corporation, whose address is 140 B. North One Drive, St. Augustine, FL 32084.

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ARTICLE VII
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board of Directors, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board of Directors.

B. The Board of Directors shall elect the President, a Vice President, the Secretary, the Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine appropriate. Such officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors; provided, however, such officers may be removed by such Board of Directors, and other persons may be elected by the Board of Directors as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary, Assistant Secretary, or Treasurer.

ARTICLE VIII
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board of Directors are as follows:

President	-	Gary McCumber
Vice President	-	Brenda McCumber
Secretary/Treasurer	-	Brenda McCumber

ARTICLE IX
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of Directors (the "First Board") and the "Initial Elected Board" (as hereinafter defined) shall initially be three (3). After the "Majority Election Meeting" (as that term is hereinafter defined), the Board of Directors shall have the right to increase the number of Directors to five (5).

B. The names and addresses of the persons who are to serve as the First Board are as follows:

Gary McCumber	-	140 B. North One Drive St. Augustine, FL 32084
Jesse Killebrew	-	140 B. North One Drive St. Augustine, FL 32084
Brenda McCumber	-	140 B. North One Drive St. Augustine, FL 32084

Declarant reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Except as hereafter provided, the Developer shall have the right to appoint all of the members of the Board of Directors of the Association until Unit Owners other than Developer own 15% or more of the Units that will ultimately be operated by the Association. When Unit Owners other than the Developer own 15% or more of the Units that will ultimately be operated by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than 1/3 of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors:

1. Three years after 50% of the Units that will ultimately be operated by the Association have been conveyed to purchasers;

2. Three months after 90% of the Units that will ultimately be operated by the Association have been conveyed to purchasers;

3. When all of the Units that will ultimately be operated by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business;

4. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

5. Seven years after the date the Declaration is recorded, whichever occurs first.

D. Within 75 days after the unit owners other than the developer are entitled to elect a member or members of the board of administration of the association, the association shall call, and give not less than 60 days' notice of an election for the members of the board of administration. The election shall proceed as provided in FS. 718.112(2)(d). The notice may be given by any unit owner if the association fails to do so.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a special meeting (the "Majority Election Meeting") to be called by the Board of Directors, notice of which shall be given within sixty (60) days of the Majority Election Event.

F. The Initial Election Meeting and Majority Election Meeting shall be called by the Board of Directors by written notice given to all members in accordance with the By-Laws; provided, however, that the members shall be given at least sixty (60) days notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the number of Directors to be designated by Declarant.

G. Declarant shall cause all of its designated Directors to resign ("Declarant's Resignation Event") when Declarant no longer holds for sale five percent (5%) of the Total Condominium Units ultimately intended to be operated by the Association. If Declarant's Resignation Event shall occur after the Majority Election Meeting, then upon the occurrence of the Declarant's Resignation Event, the Directors elected by Purchaser Members shall appoint a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. Such successor Director shall serve until the next annual members' meeting, at which time the members shall elect his successor. If, upon the occurrence of the Declarant's Resignation Event, the Majority Election Meeting has not occurred, the remaining Purchaser Director shall call the Majority Election Meeting in accordance with the By-Laws and the Act at which all of the Directors shall be elected by the Purchaser Members.

H. At each annual members' meeting held subsequent to the Declarant's Resignation Event, the Directors shall be elected by the members.

I. Upon the resignation of a Director who has been elected or designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board, the Association shall be deemed to have remised, released, acquitted, satisfied and forever discharged such officer or Director of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon, or by reason of any matter, cause or thing whatsoever, relating to his actions as

such officer or Director, excepting only willful misconduct or gross negligence, from the beginning of the world to the day of such resignation. Members of the Board of Directors designated by the Declarant do not have to be members of the Association.

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ARTICLE X
INDEMNIFICATION

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Every Director and every officer of the Association (and the Directors and officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels or if no litigation or proceeding has been instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation, claim or settlement to which he may be made a party by reason of his being or having been a Director or officer of the Association; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and liabilities are incurred. If in such litigation, proceeding, claim, or settlement a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer may be entitled whether by statute or common law.

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ARTICLE XI
BY-LAWS

The By-Laws of the Association shall be adopted by the First Board of Directors, and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws and the Act.

ARTICLE XII
AMENDMENTS

A. Prior to recording the Declaration of the SeaCrest of Vilano among the Public Records of the County, these Articles may be amended only by an instrument in writing signed by all of the Directors and filed in the Office of the Secretary of State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the first Declaration of the SeaCrest of Vilano upon the recording of such Declaration.

B. After recording the Declaration in the SeaCrest of Vilano among the Public Records of the County, these Articles may be amended by any of the following methods:

1. The proposed amendment shall be adopted by the affirmative vote of a majority of the votes of all members at an annual members meeting or special meeting of the members. Any number of amendments may be submitted to the members and voted upon by them at one meeting; or

2. An amendment may be adopted by a written statement signed by a majority of

all members setting forth their consent to the amendment.

C. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in a Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of Florida and recorded among the Public Records of the County.

E. No amendment may be made to these Articles which shall abridge, amend or alter the rights of Declarant, including the right to designate and select the Directors as provided in Article IX hereof, or the provisions of this Article XII, without the prior written consent of Declarant.

F. Notwithstanding the foregoing provisions of this Article XII, the Board of Directors may amend these Articles without a vote of the members to correct a scrivener's error therein.

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ARTICLE XIII
CONFLICT

In the event of any conflict between the provisions of these Articles and the provisions of the Declarations the provisions of the Declarations shall prevail. In the event of any conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall prevail.

COPY

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 4B Old Kings Road North, Palm Coast, Florida 32137 and the initial registered agent of the Association at that address shall be Gary B. Davenport.

COPY

The foregoing amendment was adopted by the directors of this corporation by written action on the 11 day of January, 2005.

The corporation has no members entitled to vote.

The aforementioned amendment and restatement to the Articles of Incorporation shall become effective upon the date of the execution of these Articles of Amendment & Restatement as set forth hereinafter below.

COPY

THE UNDERSIGNED, being the original subscribers to these Articles of Incorporation, do hereby make, subscribe, acknowledge and file these Articles and have hereunder set their hands and seals this 11 day of January, 2005.

NORTH CUT OF VILANO, INC., a Florida corporation

By: _____
Its President

STATE OF FLORIDA)
) SS:
COUNTY OF St. Johns)

I HEREBY CERTIFY that on this 11 day of January, 2005, personally appeared Gary McCumber, President of North Cut of Vilano, Inc., a Florida corporation, and who executed the foregoing Amended and Restated Articles of Incorporation; and he acknowledged before me that he executed the same for the purposes therein expressed.

DEBORAH A. CULPEPPER
Notary Public, State of Florida
My comm. expires Sept. 26, 2007
Comm. No. DD 243668

Deborah A. Culpepper
Notary Public

The undersigned, having been named to accept service of process for the above stated corporation, at the place designated in Article XIV of the Articles of Incorporation, hereby accepts to act in this capacity and agrees to comply with the provisions of Section 49.091, Florida Statutes, relative to keeping open said office.

GARY B. DAVENPORT
CHIUMENTO & DAVENPORT, P.A.

COPY

STATE OF FLORIDA)
) SS.
COUNTY OF FLAGLER)

I HEREBY CERTIFY that on this 20 day of January, 2005, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared GARY B. DAVENPORT, to me known to be the person described as Initial Registered Agent of the Casa Hermosa Association, Inc., and who executed the foregoing acceptance; and he acknowledged before me that he executed the same for the purposes therein expressed.

COPY

Michele R. Hurd
NOTARY PUBLIC
My Commission Expires:

[SEAL]

Michele R Hurd
MY COMMISSION # DD041339 EXPIRES
July 17, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

COPY

BYLAWS
OF
SEACREST OF VILANO
ASSOCIATION, INC.

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Article I
Identifying Data

Section 1. Name of Association. The name of this corporation shall be SeaCrest of Vilano Association, Inc. and hereinafter the corporation shall be referred to as the Association. These are the By-Laws of the SeaCrest of Vilano Association, Inc. as duly adopted by its Board of Directors. The Association is a corporation not for profit, organized pursuant to and under Chapters 617 and 718 of the Florida Statutes for the purpose of administering this condominium located in St. Johns County, Florida.

Section 2. Address of Association. The principal office of the Association shall ultimately be at the condominium complex known as SeaCrest of Vilano, which is located at 140 B. North One Drive, St. Augustine, FL 32084, St. Johns County, Florida, or such other place as may be designated by the Board of Directors.

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Article II
Terms And Meanings

The terms used herein shall have the meanings as defined in the Florida Condominium Act, which comprises Chapter 718 of the Florida Statutes and is herein referred to as the Condominium Act.

Article III
Membership In The Association

Section 1. Membership. Membership in the Association shall be limited to unit owners of condominium units in SeaCrest of Vilano, and transfer of such membership shall be made only as a part of and incident to the transfer of ownership of such condominium unit, with such transfers being subject to and controlled by the transfer procedures set forth in the Declaration of Condominium.

Section 2. Roster of Membership. The Secretary of the Association shall maintain a roster of the membership entitled to vote at the meetings as hereinafter provided.

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Article IV
Meetings Of The Membership

Section 1. Location. All meetings of the Association, unless otherwise provided for in the notice of such meetings, will take place at the office of the Association.

Section 2. Annual Meeting.

A. The regular annual meetings shall be held each year at a specific time and place to be determined by the Board of Directors, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last annual meeting. Unless, or until changed by the Board of Directors, the annual meeting shall be held on the first Tuesday in May, 2004, or otherwise determined by the Board of Directors.

B. At the annual meeting, except as heretofore set forth and as otherwise provided in the Articles of Incorporation, a Board of Directors shall be elected which shall also be known as the Board of Administration, and such other business shall be transacted as may properly come before the meeting.

C. Written notice, which notice must include an agenda, shall be mailed to each unit owner at least 60 days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least 60 continuous days preceding the annual meeting. Upon notice to the unit owners, the board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of unit owner meetings shall be posted. Unless a unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each unit owner. Where a unit is owned by more than one person, the association shall provide notice, for meetings and all other purposes, to that one address which was initially identified for that purpose and thereafter as one or more of the owners of the unit shall so advise the association in writing, or if no address is given or the owners of the unit do not agree, to the address provided on the deed of record. An officer of the association, or the manager or other person providing notice of the association meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the association affirming that the notice was mailed or hand delivered, in accordance with this provision, to each unit owner at the address last furnished to the association.

Section 3. Special Meetings.

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary, at the request in writing of the holders of not less than one-tenth of all of the voting interests entitled to vote at the meeting. Such requests shall state the purpose or purposes of the proposed meeting.

Section 4. Voting Interests.

A. At each meeting of the Association, the owner of each unit shall be entitled to one vote. Where a unit is owned by more than one person, the vote for such unit shall be cast by any one of the owners of a unit or the primary occupant, if title is held in the name of an entity rather than an individual. If the right of the individual casting the vote for the unit is challenged by any other person or entity having an ownership interest in the same unit then the vote for that unit shall not be permitted or counted unless or until all entities having an ownership interest in the Unit agree as to which of them shall have the right to vote.

B. When a Corporation is the owner of a unit the vote for that unit may be cast by any director or officer of the corporation unless there is a dispute by an officer, director or stockholder of the corporation as to who holds such right and the Association is notified of such dispute in which case the Corporation shall be required to produce a corporate resolution naming the proper person to cast the vote. Otherwise the vote for that unit shall not be considered on the matter before the Association.

C. When the unit is owned in the name of a Partnership or Trust, any partner or trustee shall have the right to cast the vote for the unit unless it is challenged by another partner, trustee or beneficiary in which case the vote shall not be considered unless adequate proof of the right to cast the vote is presented to and accepted by the Board of Directors.

D. The total number of votes shall be equal to the total number of units in the condominium and each individual vote of a unit must be cast as a whole and not in parts.

Section 5. Quorum. Members entitled to vote and representing owners of one-third (1/3rd) of the units, present in person or by written proxy, shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statutes, by the Articles of Incorporation, or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the voting interests present in person or represented by written proxy entitled to vote, shall decide any question brought before the meeting unless the question is one upon which a definite percentage of the vote is required by express provision of the statutes, the Articles of Incorporation, the Declaration of Condominium or these Bylaws, in which case such expressed provision shall govern and control the decision on such question.

Section 7. Required Approvals. Any approval by unit owners called for by Florida Statutes, or the applicable declaration or bylaws, including, but not limited to, the approval requirements in Florida Statutes § 718.112(2)(e), shall be made at a duly noticed meeting of unit owners and shall be subject to all requirements of the Florida Statutes or the applicable condominium documents relating to unit owner decision making except that unit owners may take action by written agreement, without meetings on matters for which action agreement without meetings is expressly allowed by the applicable bylaws or declaration or any Florida Statute which provides for the unit owner action.

Section 8. Consent To Action Without Meeting or Waiver. Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, the Articles of Incorporation, Declaration of Condominium or these Bylaws, to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if a majority of the voting interest that would have been entitled to vote if such meeting were held, shall consent in writing to such action being taken.

Section 9. Waiver. Unit owners may waive notice of any meeting, whether annual or special, unless such waiver is prohibited by these Bylaws or Declaration of Condominium, or any Florida Statute.

Section 10. Right to Vote and Proxies. At any meeting of the members, every voting interest having the right to vote shall be entitled to vote in person or by a limited proxy. Proxy voting shall be governed by the following:

A. No unit owner may vote by general proxy except as provided for herein.

B. Limited and general proxies may be used to establish a quorum.

C. Unit owners may vote by limited proxies substantially conforming to the forms adopted by the State of Florida Division of Land Sales and Condominiums.

D. Limited proxies may be used for votes taken:

1) to waive or reduce reserves as permitted by Florida Statutes § 718.112(f)2.

2) to amend the Declaration of Condominium pursuant to Florida Statutes § 718.110.

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3) to amend the Articles of Incorporation or bylaws pursuant to Florida Statutes § 718.112.

4) for any other matter for which Chapter 718 Florida Statutes requires or permits by vote of the unit owners.

E. No proxy limited or general shall be used in the election of board members.

F. General proxies may be used for other matters for which limited proxies are not required.

G. General proxies may be used in voting for non-substantial changes in items for which a limited proxy is required and given.

H. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it is given.

I. Every proxy is revocable at any time at the pleasure of the unit owner who executed it.

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Article V
Members Of The Board Of Administration And Directors

Section 1. Titles. The Directors of the Association shall be members of the Board of Administration with the titles being interchangeable within the meaning of these Bylaws and the other related condominium documents.

Section 2. Number. The number of Directors which shall constitute the entire Board of Administration shall be not less than three (3). Until changed by a majority vote at a duly called annual meeting of the members, the number of Directors shall be three (3).

Section 3. Term. The term of the Directors shall be for the period from the date of their election or appointment until their successors have been elected at the next annual meeting.

Section 4. First Board of Directors. The developer shall be entitled to appoint the members of the Board of Directors until such time as the members are entitled to elect a Director or Directors, as the case may be. At such time as the members are entitled to elect a Director or Directors, the Developer's right to appoint Directors shall be limited to those Director positions which the membership is not entitled to elect.

The members of the first Board of Directors shall serve until they are replaced by the Developer or until the unit owners elect their successors as hereinafter provided and any vacancies occurring before the election of their successors shall be filled through appointment by the developer.

Section 5. Subsequent Members of Board of Directors.

A. When unit owners other than the developer own fifteen (15) percent or more of the units in the condominium that will be operated ultimately by the Association, the unit owners other than the developer shall be entitled to elect not less than 1/3 of the members of the Board of Directors of the Association. Unit

owners other than the developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association upon the first to occur of the following conditions or circumstances:

1) Three years after 50 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

2) Three months after 90 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

3) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

5) Seven years after the recording of the Declaration of Condominium in the Public Records.

B. The Developer is entitled to designate at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the condominium operated by the Association.

Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other unit owner, except for purposes of re-acquiring control of the Association or selecting the majority of members of the Board of Directors.

Nothing contained in this Section shall be deemed to prevent the developer from transferring the control of the association to unit owners other than the developer before the occurrence of the events described in this Section.

C. Within seventy-five (75) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and give not less than sixty (60) days' notice of a meeting of unit owners to elect the members of the Board of Directors. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

D. At the time that unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association, and the unit owners shall accept control. Simultaneously (or with respect to financial records, not more than ninety (90) days thereafter), the Developer shall deliver to the Association, at the Developer's expense, all property of the units owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under the provisions of the Florida Condominium Act.

Section 6. Election of Directors. Election of Directors shall be conducted in the following manner:

The members of the board of administration shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board of administration, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in Chapter 718 of the

Florida Statutes, or the rules promulgated pursuant to such Statute Not less than 60 days before a scheduled election, the association shall mail or deliver, whether by separate association mailing or included in another 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 administration must give written notice to the association not less than 40 days before a scheduled election.

Together with the written notice and agenda as provided for in Florida Statute 718.112(2)(d)2, 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 ½ inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the association. The Association shall have no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper. The aforesaid second notice shall be given not less then fourteen (14) days before the election. Any voting procedures established by the Division of Florida Land Sales, Condominiums and Mobile Homes shall apply to the voting process. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the board of administration. 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 the ballot for the reasons stated in Florida Statute 101.051 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 of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the board.

Section 7. Vacancy and Removal. The method of removing board members by recall and the procedures for filling vacancies thus created shall be in accordance with Florida Administrative Code Rules 61B-23.0027 and 61B-23.0028. Other vacancies shall be filled in accordance with Florida Administrative Code Rule 61B-23.0021.

Section 8. Removal by Developer.

A. Any Directors appointed by the Developer may be removed and replaced by the Developer prior to turn over of control of the Association to the Unit Owners.

B. The original Directors, or any Director appointed by the developer to fill a vacancy arising prior to the turnover of control by the developer as provided for in Florida Statutes § 718.301, shall not be capable of being removed by vote of the voting interests.

Section 9. Salaries or Fees. The salaries or fees, if any, to be paid to Directors, after the unit owners have elected all members of the Board of Directors, shall be determined by a majority vote of the members at the general membership meetings.

Section 10. Powers. The property and business of the corporation shall be managed and administered by the Board of Directors, which may exercise all corporate powers specifically set out in the Condominium Act, the Articles of Incorporation, or the Declaration of Condominium, which powers may be delegated to its agents, officers, contractors or employees, subject only to approval by the unit owners when that is specifically required.

Section 11. Meetings of Board of Directors.

A. Annual Meetings. After proper notice, the annual meeting of each Board of Directors newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practical. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting.

B. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the President or a majority of the Board of Directors. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

C. Unit Owner Attendance. Meetings of the board of administration and any committee thereof at which a quorum of the members of that committee is present shall be open to all unit owners. Any unit owner may tape record or videotape meetings of the board of administration subject to the rules set forth in Florida Administrative Code Rule 61B-23.002. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items subject to the rules set forth in Florida Administrative Code Rule 61B-23.002. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the board. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the association. Upon notice to the unit owners, the board shall, by duly adopted rule, designate a specific location on the condominium property or association property upon which all notices of board meetings shall be posted. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

D. Quorum. A majority of the Board of Directors shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board of Directors.

E. Adjourned Meetings. If at any meeting of the Board of Administration 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.

F. Joinder in Meeting by Approval of Minutes. Directors not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting, however, such approval or disapproval may not be used as a vote for or against the action taken and may not be used for purposes of creating a quorum.

G. Presiding Officer. The Presiding officer of 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 number to preside.

H. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

1.) Roll call.
2.) Reading of Minutes of the last meeting.
3.) Consideration of communications.
4.) Resignations and elections.
5.) Reports of officers and employees.
6.) Reports of committees.
7.) Unfinished business.
8.) Original resolutions and new business.
9.) Adjournment.

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

Article VI
Officers

Section 1. Executive Officers. The executive officers of this corporation shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by said Board of Directors. Any two of said offices may be united in one person except that the President shall not also be the Secretary, or an Assistant Secretary of the corporation. If the Board of Directors so determines, there may be more than one Vice President.

Section 2. Subordinate 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.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause at any time by action of the Board of Directors. The Board of Directors may delegate powers of removal of subordinate officers and agents to any officer.

Section 4. President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the members and directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

Section 5. Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 6. Secretary.

A. The Secretary shall keep the Minutes of the meetings of the members and of the Board of Directors.

B. He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these Bylaws.

D. He shall keep the register of the Post Office addresses of each unit owner which shall be furnished to the Secretary by such unit owner.

E. In general he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer.

A. The Treasurer shall keep full, accurate accounts of receipts and disbursements, and shall keep all books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as ordered by the Board, get proper vouchers for such disbursements, shall render to the President and Directors at the regular meeting of the Board or whenever they may require an account of all his transactions as Treasurer and of the financial condition of the corporation.

C. He may be required to give the corporation a bond in the sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office and the restoration to the corporation, in the case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 8. Vacancies. If the office of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors by a majority vote of the whole Board of Directors provided for in these Bylaws may choose a successor or successors who shall hold office for the unexpired term.

Section 9. Resignations. Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date.

Section 10. Salaries Fees. The salaries or fees, if any, to be paid to officers shall be determined by the Directors and subject to approval by a majority of the members.

Article VII
Bonding Of Certain Persons

The association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those

individuals authorized to sign checks and the president, secretary and treasurer of the association. The association shall bear the cost of bonding.

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Article VIII
Finances

Section 1. Fiscal Year. The fiscal year shall commence on the first day of the month in which the Declaration is recorded and end the last day of the twelfth month after the Declaration is recorded. For example, if the Declaration is recorded January 10,the fiscal year will begin January 1 and end December 31. The Board of Directors may establish a different fiscal year and must notify each of the then existing members of the change.

Section 2. Depository And Checks. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. All checks or demands for money and notes of the Association shall be signed by and one (1) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Administration may from time to time designate. The Board of Administration, by resolution, may require more that one (1) signature.

Section 3. Annual Budget.

A. The Board of Directors shall propose an annual budget each year and shall mail a copy of the Association's proposed annual budget of common expenses to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Administration at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Administration shall be open to all Unit Owners.

B. The Board of Directors may approve annual budgets so long as the amount does not exceed one hundred fifteen percent (115%) of the Assessment for the preceding year.

C. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Florida Statutes § 718.504(21). In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than $10,000.00. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which shall be based upon the estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. Prior to turn-over of control of the association by the Developer to non-developer unit owners, the Developer may, pursuant to Florida Statute 718.112(f)(2), vote to waive the reserves or reduce the funding of reserves for the first two fiscal years of operation of the Association beginning with the year in which the Declaration of Condominium is recorded, after which time, reserves may be waived or reduced only upon a majority vote of the non-developer owners at a duly called meeting of the Association. 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.

Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to turnover of control of an association by a developer to unit owners other than the developer pursuant to Florida Statute § 718.301, the developer-controlled Association shall not vote to use reserves for purposes other than that for which they were

intended without the approval by a majority vote of all non-developer voting interests, voting at a duly called meeting of the Association.

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D. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the following shall apply:

1) The board, upon its own motion or 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.

2) The adoption of the budget shall require a vote of not less than a majority vote of all the voting interests.

3) The Board of Administration may propose a budget to the unit owners at such 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 a majority of all the voting interests in writing, the budget shall be adopted.

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4) If a meeting of the unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the board of directors shall go into effect as scheduled.

5) In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation.

E. As long as the developer is in control of the Board of Administration, the Board shall not impose an assessment for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

F. If the majority of the voting interests at a duly called meeting of the Association vote to waive, in whole or in part, the reserve requirements such action shall be subject to the following:

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1) Any such waiver shall be effective for only one annual budget.
2) The vote to waive must be taken annually to continue to waive the reserves.

G. Reserves must be included in the proposed annual budget and shall not be waived or reduced prior to the mailing to the unit owners of a proposed annual budget.

H. Each Budget shall show each reserve account as a separate item and include the estimated life, estimated replacement costs and the estimated remaining useful life for each such item as well as the current balance in each such reserve account as of the date of the budget.

Section 4. Financial Reports. Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the Association shall prepare and complete, or cause to be prepared and completed by a third party, compiled financial statements for the preceding fiscal year in accordance with generally accepted

accounting principles. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. The Association may prepare or cause to be prepared, without a meeting of or approval by the unit owners, reviewed or audited financial statements. If approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may prepare or cause to be prepared a report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement. Such meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which the vote is taken. With respect to an Association to which the developer has not turned over control of the Association, all unit owners, including the developer, may vote on issues related to the preparation of financial reports for the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the Declaration is recorded. Thereafter, all unit owners except the developer may vote on such issues until control is turned over to the Association by the developer.

Section 5. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made by the Board of Administration for the fiscal year annually in advance. The amount required from each unit owner to meet the annual budget shall be divided into twelve equal payments, one of which shall be due on the first day of each calendar month of the year for which the assessment are made, or thirty days after the mailing to the unit owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on the first day of each calendar quarter until changed by an amended assessment. In the event a quarterly assessment shall be insufficient in the judgment of the Board of Administration to provide funds for the anticipated current expense for the ensuing quarter and for all of the unpaid operating expenses previously incurred, the Board of Administration shall amend the budget and shall make amended quarterly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as previously required in these Bylaws.

Section 6. Charges. Charges by the Association against members for other than common expense shall be payable in advance. Charges for other than common expense may be made only after approval by the member, to be charged, and may include but shall not be limited to charges for maintenance services furnished at the request of the individual member and other services furnished for the benefit of the specific member.

Section 7. Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after 30 days' notice is given to the unit owners concerned, and shall be paid in such manner as the Board of Administration may require in the notice of assessment.

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Article IX
Mediation And Arbitration

Any internal dispute among the unit owners and the Association may be submitted to voluntary mediation through Citizen Dispute Settlement Centers, as provided for in Florida Statutes § 44.201.

Prior to the institution of court litigation the parties to a dispute, as that term is defined in Florida Statutes § 718.1255, shall petition the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation for Mandatory Non-binding Arbitration pursuant to Florida Statutes § 718.1255.

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Article X
Seal

The seal of the corporation shall have inscribed thereon the name of the corporation, 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 XI
Compliance And Default; Remedies

In addition to the remedies provided in the Declaration, the following provisions shall apply:

Section 1. Fines. The Board of Directors may levy reasonable fines against a unit for the failure of the owner of a unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. No fine will become a lien against a unit. No fine may exceed $100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed $1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units.

A. 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, and the notice shall include:

1) A statement of the date, time and place of the hearing.

2) A statement of the provisions of the condominium document, the Condominium Act, and the Rules and Regulations which have allegedly been violated.

3) A short and plain statement of the matters asserted by the Association.

B. The party against whom the fine may be levied shall have a reasonable 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.

Section 2. Correction of Health and Safety Hazards. Any violations which are deemed by the Board of Directors to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Association.

Section 3. Enforcement of Rules and Regulations. If any dispute over the enforcement or interpretation of Association Rules and Regulations should arise, either between two or more unit owners, or between the Association and one or more unit owners, it is intended that such dispute be resolved by agreement or by voluntary binding mediation or mandatory non-binding arbitration.

Section 4. Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of

the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the condominium property free from unreasonable restraint and annoyance.

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Article XII
Fire And Safety

The Association may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units to the applicable fire and safety code.

Article XIII
Surrender

In the event the Association becomes the owner of a unit, the prior unit owner member or any other person or persons in possession by or through the right of such prior member, shall promptly surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to enter and to possess the unit, after complying with applicable Florida law.

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Article XIV
Notices

Section 1. Notice. Whenever, under the provisions of the statutes, the Articles of Incorporation or these Bylaws, notice is required to be given to any Director or member, it shall be construed to mean either personal notice, or notice given in writing by mail by depositing the same in the Post Office or letter box in a postpaid envelope addressed to such Director or member as his name appears on the books of the corporation.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Articles of Incorporation, Declaration of Condominium or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed to be equivalent to the required notice.

Article XV
Definitions

Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, whenever the context so requires.

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Article XVI
Amendments

These Bylaws may only be altered amended or added to in accordance with the following terms, conditions and procedures:

A. Proposed amendments shall contain the full text of the Bylaws with proposed new words in the text underlined and words to be deleted lined through with hyphens, unless the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment. If the proposed change is so extensive the use of underlining and hyphens as indications of words added or deleted will not be necessary. However, in such cases a notation must be inserted immediately preceding the proposed

amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw (giving identifying data) for present text."

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

C. A resolution adopting a proposed amendment may be proposed by either the Board of Administration of the Association or by 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 or disapproval in writing providing it is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approval of an amendment must be either by:

1) By not less than a majority of the votes of the entire membership of the Association; or

2) Until a majority of the Directors are elected by members other than the Developer of the Condominium, only by all of the Directors.

3) No amendment to these Bylaws is valid unless recorded in the Public Records with an identification on the first page of such amendment of the Book and Page number of the Public Records where the Declaration of Condominium is recorded.

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Article XVII
Official Records

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 provided by the developer pursuant to § 718.301(4).

B. A photocopy of the recorded Declaration of each Condominium operated by the Association and all amendments thereto.

C. A photocopy of the recorded Bylaws 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 and Regulations.

F. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 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 and Condominiums operated by 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 the 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 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:

1) Accurate, itemized, and detailed records of all receipts and expenditures.

2) A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

3) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

4) 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 year from date of the meeting for which the proxy was given.

M. All rental records where the Association is acting as agent for the rental of Condominium Units.

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Article XVIII
Administrative Rules And Regulations

Except for the restrictions and regulations specifically set out in the Declaration of Condominium or elsewhere in these Bylaws, the Board of Administration shall have the power to pass, alter or amend Rules and Regulations governing the details of the operation and use of the common elements.

The Association, through the action of the Board of Directors, shall have the power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, rights of ways expansion, or other public purposes, whether negotiated or as the result of eminent domain proceedings.

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