

**EXHIBIT “C”
to Declaration**

**BYLAWS
OF
BAILEY BY THE SEA CONDOMINIUM ASSOCIATION, INC.**

A Florida Corporation Not-For-Profit

1. IDENTITY

These are the Bylaws of Bailey By The Sea Condominium Association, Inc. (hereinafter “Bylaws”), a not-for-profit corporation organized under the laws of the State of Florida for the purpose of operating Bailey By The Sea, a Condominium (“Condominium”) pursuant to Chapter 617 Florida Statutes, the Florida Not-For-Profit Corporation Act, and as a condominium association pursuant to Florida Statute Chapter 718 (the “Act”). The corporation may hereafter be referred to as the “Association.”

1.1 Office. The office of the Association shall be at such location within Volusia County, as may from time to time be determined by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 Seal. The corporate seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words “Florida” and “not for profit.” The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4 Definitions. The definitions set forth in the Declaration of Condominium for Bailey By The Sea, a Condominium, as amended from time to time (the “Declaration”) and the Act shall apply to terms used in these Bylaws.

2. MEMBERS

2.1 Qualifications. The Members of the Association shall be the record Owners of legal title to the Units in the Condominium. Membership shall become effective upon recording in the Public Records of Volusia County, Florida, a deed or other instrument evidencing legal title to a Unit.

2.2 Voting Interest. The Members of the Association are entitled to one (1) vote for each Unit owned by them. The total number of Voting Interests equals the total number of Units subject to the Declaration. If a Unit is owned by multiple individuals, such as a husband and wife, any record Owner may vote on behalf of the Unit. If a Unit is owned by a corporation, any officer

may vote on behalf of said corporation. If a Unit is owned by a partnership, any general partner may vote on behalf of the partnership. If a Unit is owned in trust, any trustee of the trust shall be entitled to vote. If a Unit is owned by a limited liability company, any member, manager or officer may vote on behalf of the limited liability company. Any person with apparent authority asserting the right to vote on behalf of a Unit owned by an artificial entity shall be presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Association designating some other person entitled to vote or if the Association has reasonable cause to believe such person is not eligible to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on how a vote is to be cast, the vote shall not be counted as to the issue upon which disagreement exists.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Unit is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Unit at an Association meeting as stated in Subsection 2.2 above, unless the joinder of all Owners is specifically required by law or an express requirement in the Condominium Documents.

2.4 Change of Membership. A change of membership in the Association shall be established by the new Member's membership becoming effective as provided in Subsection 2.1 above. At that time the membership of the prior Owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligations incurred under or in any way connected with the Condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year, or at a minimum within fifteen (15) months of the prior annual meeting. Failure to hold an annual meeting does not cause a forfeiture or give cause for dissolution of the corporation, nor does such failure affect otherwise valid corporate acts, except as provided in §617.1430, Florida Statutes. The annual meeting shall be held on a day, time, and at a place designated by the Board of Directors, which must be within 45 miles of the Condominium Property, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

3.2 Special Meetings. Special Members' meetings shall be held whenever called by the President or by the Board of Directors and shall be called by the President or Secretary within a reasonable time of receipt of petition of the Members, holding at least thirty percent (30%) of the entire Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Members' Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting. The notice of meeting must be mailed to each Member at the address which appears on the books of the Association or may be furnished by personal delivery or electronic transmission for those Members who have consented to receive notice through electronic transmission. The Member is responsible for providing the Association with notice of any change of address. The Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Unit and no matter how many other residences such Owner may have. In the absence of written direction to the contrary, notices will be given to the address of the Unit. The notice of Meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing or delivery shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting and attends solely to object to notice. A Member may waive notice of any meeting at any time, but only by written waiver or attendance.

3.4 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least thirty percent (30%) of the votes of the entire Voting Interests.

3.5 Vote Required. The acts approved by a majority of the votes cast, in person or by proxy, at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Condominium Documents. A Voting Interest or consent right allocated to a Unit owned by the Association may not be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.

3.6 Proxy Voting. To the extent permitted by the Act, any Member entitled to attend and vote at a Members' meeting may establish his presence and cast his vote by proxy. A general proxy or limited proxy may be used to establish a quorum. General proxies may be used for matters for which limited proxies are not required under the Act and may be used in voting for non-substantive changes to items for which a limited proxy is required and given. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Each proxy is revocable at the pleasure of the Unit Owner executing it. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present and voting, in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice to all Members of the time and place of its continuance. Any business which might have been conducted at the meeting as originally

scheduled may be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Conduct of Meeting. The President shall preside over all membership meetings. In his absence, a Vice President shall preside, or in the absence of both, the membership shall select a Chairman (who need not be a Member or a Director); provided that the Board may designate agents of the Association (including but not limited to Association legal counsel or the Association's manager) as Chairman. Robert's Rules of Order (latest edition) shall be used as a general, non-binding guide in the conduct of Members' meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chairman of the meetings, unless he or the Board designates a third person as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally challenge any action of the Association. Members have the right to speak on any matter that is placed on the meeting agenda or is considered at a meeting. The Board may adopt reasonable, written Rules governing the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, which Rule must be consistent with the minimum requirements of the Act. Any Owner may record Members meetings but may not post such recordings on any website or other media which may readily be viewed by persons who are not Members of the Association. The Board may adopt Rules governing the recording of meetings of the Members.

3.9 Minutes. Minutes of all meetings of Members shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board members at reasonable times. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time.

3.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing setting forth the action so taken shall be signed by the requisite number of Voting Interests to approve the action.

4. BOARD OF DIRECTORS

The administration of the affairs of the Association shall be by a Board of Directors. The powers and duties of the Association include those set forth in the Act, and, except as expressly limited or restricted in the Act, those set forth in the Declaration, the Articles, the Bylaws and Chapter 617, Florida Statutes. All powers and duties granted to the Association by law or by the Condominium Documents, shall be exercised by the Board, subject to approval or consent of the Members only when such is specifically required by the Condominium Documents or law.

4.1 Number. The affairs of the Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

4.2 Term of Office. Directors shall be elected at the annual meeting and shall serve for a term of one (1) year or so long thereafter until their successors are duly elected. Notwithstanding the foregoing, any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

4.3 Vacancies on the Board. If the office of any Director becomes vacant for any reason, other than recall of a majority of the Board by the Members, a majority of the remaining Directors or the sole remaining Director, though less than a quorum, may choose a successor to serve for the remainder of the unexpired term. If the Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no Director remains on the Board, the vacancy may be filled by the Members (via a special meeting of the Membership which may be called by a single Member) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by law.

4.4 Removal and Resignation of Directors. Except as to any Directors appointed or elected by the Developer, any or all Directors may be removed with or without cause by the vote or agreement in writing by a majority of all of the Voting Interests at a special meeting of the members called for that purpose, in the manner required by the Act. The vacancy on the Board so created shall be filled in the manner required by the Act. Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by Members other than the Developer, neither the first Directors nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by Members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting nor notice to the Members.

A Director who is more than ninety (90) days delinquent in the payment of any monetary obligation to the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law. A Director or Officer who is charged by information or indictment with any of the following crimes must be removed from office: (a) forgery, as provided in s. 831.01, *Fla. Stat.*, of a ballot envelope or voting certificate used in a condominium association election; (b) theft, as provided in s. 812.014, *Fla. Stat.*, or embezzlement involving the Association's funds or property; (c) destruction of, or the refusal to allow inspection or copying of, an official record of a condominium association which is accessible to unit owners within the time periods required by general law, in furtherance of any crime. Such act constitutes tampering with physical evidence as provided in s. 918.13, *Fla. Stat.*; (d) obstruction of justice under chapter 843, *Fla. Stat.*; (e) any criminal violation under the Act. The Board shall fill the vacancy by appointment or may call an election until the end of the period of suspension or the end of the Director's term of office, whichever occurs first. While such Director or Officer has such criminal charge pending, he or she may not be appointed or elected to a position as a Director or Office of the Association and may not have access to the Official Records of the Association, except pursuant to a court order. However, if the charges are resolved without a finding of guilt, the Director or Officer shall be reinstated for the remainder of his or her term of office, if any. Any Director may resign his office at any time, in writing (including e-mail) addressed to any other Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not

be accepted by the Board to be effective and cannot be rescinded after being given, even if not effective until a later date.

4.5 Organizational Meeting. The annual organizational meeting of the new Board of Directors shall be held within ten (10) days after the Annual Meeting. The organizational meeting may be held immediately following the annual meeting, in which case the noticing of such meeting may be effectuated by the Board existing prior to the election.

4.6 Other Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by the President or the Board of Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, electronic transmission or telegram at least forty-eight (48) hours prior to the time of such meeting. The Board shall meet at least once each quarter. At least four (4) times each year, the meeting agenda must include an opportunity for Members to ask questions of the Board.

4.7 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board simultaneously gathers (in person, by telephone, or video conferencing, or any combination thereof) to conduct Association business. All meetings of the Board of Directors shall be open to Members except for (a) meetings between the Board and the Association's attorney with respect to proposed or pending litigation if the meeting is held for the purpose of seeking or rendering legal advice; (b) meeting regarding personnel matters; (c) such other meetings permitted to be closed by the Act. Notices of all Board meetings, which shall specifically identify all agenda items, shall be posted conspicuously on the Condominium Property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. An item not included on the notice may be taken up on an emergency basis by a vote of at least a majority plus one of the board members. Such emergency action must be noticed and ratified at the next regular board meeting. Written notice of a meeting at which a proposed annual budget, a nonemergency special assessment or an amendment to Rules regarding Unit use will be considered must be mailed, delivered, or electronically transmitted (for those Unit Owners who have consented to receive such electronic notice) to the Unit Owners and posted conspicuously on the Condominium Property at least fourteen (14) days before the meeting. Notice of any meeting at which the proposed annual budget will be considered shall include a copy of the proposed budget. Notice of any meeting in which regular or special assessments against Unit Owners are to be considered must specifically state that assessments will be considered and provide the estimated cost and description of the purposes for such assessments. If an agenda item relates to the approval of a contract for goods or services, a copy of the contract must be provided with the notice and be made available for inspection and copying upon a written request from a Unit Owner or made available on the Association's website or through an application that can be downloaded on a mobile device. Evidence of compliance with this fourteen (14)-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association. In addition to any of the authorized means of providing notice of a meeting of the board, the Association may, by rule, adopt a procedure for conspicuously posting the meeting notice and the agenda on a website serving the Association for at least the minimum period of time for which a notice of a meeting is also required to be physically posted on the Condominium Property. Any rule adopted shall, in addition to other matters, include a requirement that the Association send an electronic notice in the same manner as a notice for a meeting of the Members,

which must include a hyperlink to the website where the notice is posted, to Unit Owners whose e-mail addresses are included in the Association's official records.

4.8 Member Participation. Members have the right to speak on any matter that is placed on the Board meeting agenda or is considered by the Board at a Board meeting and the right to ask questions related to reports on the status of construction or repair projects, the status of revenues and expenditures during the current fiscal year, and other. Issues affecting the Condominium. The Board may adopt reasonable, written Rules governing the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, which Rule must be consistent with the minimum requirements of the Act. Any Owner may record meetings of the Board but may not post such recordings on any website or other media which may readily be viewed by persons who are not Members of the Association. The Board may adopt Rules governing the recording of meetings of the Board.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting.

4.11 Remote or Electronic Participation. Directors may participate in any Board meeting by a conference telephone call, video conference or similar real-time or video communication. Participation by such means shall be deemed equivalent to presence in person at a Board meeting. A speaker must be used so that the conversation of such board members may be heard by the Board members attending in person as well as by any Unit Owners present at a Meeting.

4.12 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting for which a quorum is established shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by applicable statutes. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. After a quorum has been established at a Board of Directors' meeting, the subsequent withdrawal of any Directors, so as to reduce the number of Directors represented below the number required for a quorum, shall not affect the validity of any action taken by a majority of the Directors present at the meeting before or after such persons leave.

4.13 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific date, time and place. No further notice needs to be given to Directors or Members.

4.14 The Presiding Officer. The President, or in his absence, a Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present; provided however, that the Board may designate agents of the Association (including but not limited to Association legal counsel or the Association's manager) as Chairman.

4.15 Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board members at reasonable times. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention of each Director present at a Board meeting shall be recorded in the minutes.

4.16 Compensation of Directors. Directors shall receive no compensation for their services as such. Directors may be reimbursed for actual and appropriate out-of-pocket expenses relating to the proper discharge of their respective duties, subject to any procedures adopted by the Board with respect to reimbursement.

4.17 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution or motion creating the committee. Meetings of any committee to take final action on behalf of the Board or to make recommendations to the Board regarding the Association budget shall be open to attendance by any Member in the same manner as Board meetings, and notice of those committee meetings shall be posted in the same manner as required herein for Board meetings. All other committees may meet and conduct their affairs in private without prior notice or Member participation, unless otherwise directed by the Board of Directors.

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

4.18.1 operating and maintaining all Common Elements and the Association Property;

4.18.2 determining the expenses required for the operation of the Association and the Condominium and collecting the Assessments for Common Expenses from Unit Owners;

4.18.3 employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property and portions of the Units for which it may be responsible, if any;

4.18.4 adopting and amending Rules;

4.18.5 maintaining bank accounts in a federally insured institution on behalf of the Association and designating the signatories required therefor;

4.18.6 purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its Members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration;

4.18.7 purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association or its designee;

4.18.8 selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units least by the Association or its designee;

4.18.9 organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property;

4.18.10 obtaining and reviewing insurance for the Condominium Property and Association Property;

4.18.11 making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property, and repairs to and restoration of Condominium and Association Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise;

4.18.12 enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium;

4.18.13 borrowing money on behalf of the Association or the Condominium when required in connection with the operation, care, upkeep and maintenance of Common Elements or Association Property or the acquisition of real or personal property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of at least two-thirds (2/3) of the Voting Interests who are present in person or by proxy at a meeting of the Members at which a quorum has been attained shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00. If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this subparagraph 4.18.13 is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Unit;

4.18.14 contracting for the management and maintenance of the Condominium and Association Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and Charges, preparation of financial statements and keeping of records, enforcement of rules and regulations, maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles, these By-Laws and the Act, including, but not limited to, the making of Assessments and Charges, promulgation of Rules and execution of contracts on behalf of the Association; and

4.18.15 at its discretion, but within the parameters of the Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use.

4.18.16 granting easements and licenses over the Condominium Property and Association Property as permitted by the Declaration or the Act.

4.18.17 exercising all powers specifically set forth in the Declaration, the Articles, these Bylaws and the Act and all powers of a Florida corporation not for profit not otherwise inconsistent with the Act.

4.18.18 contracting with and creating special taxing districts.

4.18.19 operating, maintaining and managing the Surface Water or Storm Water Management System for the Property in a manner consistent with the requirements of the permit issued therefore and applicable rules of pertaining thereto and assist in the enforcement of the restrictions and covenants which relate thereto; and for any other purpose permitted under Florida Law.

4.18.20 conveying a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

5. ELECTION OF DIRECTORS

5.1 Election. The members of the Board shall be elected by written ballot or voting machine. Election of directors shall be held at the annual Members' meeting, except as provided herein or in the Act to the contrary. Not less than sixty (60) days prior to a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of election. A Unit owner or other eligible person desiring to be a candidate for the Board must give written notice of his or her intent to be a candidate to the Association at least 40 days before a scheduled election. The term "candidate" means an eligible person who has timely submitted the written notice as described herein of his or her intention to become a candidate. A Director may not serve more than eight (8) consecutive years unless approved by an affirmative vote of Unit Owners representing two-thirds of all votes cast in the election or unless there are not enough

eligible candidates to fill the vacancies on the Board at the time of the vacancy. A Unit Owner desiring to be a candidate for Board Membership must comply with the provisions hereof and must be eligible to be a candidate to serve on the Board at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the Board. A person who has been suspended or removed by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation ("Division") under the Act or who is delinquent in the payment of any Assessment due to the Association is not eligible to be a candidate for Board membership and may not be listed on the ballot. For purposes of this paragraph, a person is delinquent if a payment is not made by the due date as specifically identified in the Condominium Documents. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date such person seeks election to the board. The validity of an action by the Board is not affected if it is later determined that a Board member is ineligible for Board membership due to having been convicted of a felony.

Together with the written notice and agenda as set forth in Subsection 3.3 above, the Association shall mail, deliver, or electronically transmit a second notice of the election to all Unit owners entitled to vote, together with a ballot that lists all candidates not less than fourteen (14) days or more than thirty-four (34) days before the date of the election. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least thirty-five (35) days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the Association. The Association is not liable 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. Elections shall be decided by a plurality of the ballots cast. There is no quorum requirement for elections of Directors; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election. A Unit Owner may not authorize any other person to vote his or her ballot, and any ballots improperly cast are invalid. An election is not required unless more candidates file notices of intent to run or are nominated than board vacancies exist. If the number of Directors whose terms expire at the annual meeting equals or exceeds the number of candidates, the candidates become members of the Board effective upon adjournment of the annual meeting, and any remaining vacancies shall be filled by the affirmative vote of the majority of the Directors making up the newly constituted Board even if the Directors constitute less than a quorum or there is only one Director. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

5.2 Board Certification. Each Director shall (a) certify in writing to the secretary of the Association that he or she has read the Association's Condominium Documents; that he or she will work to uphold such Condominium Documents to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members; and (b) submit to the secretary of the Association a certificate of having satisfactorily completed the educational curriculum administered by the Division or a Division-approved condominium education provider. The educational curriculum must be at least 4 hours long and include

instruction on milestone inspections, structural integrity reserve studies, elections, recordkeeping, financial literacy and transparency, levying of fines, and notice and meeting requirements. Each newly elected or appointed Director must submit to the secretary of the Association the written certification and educational certificate within one (1) year before being elected or appointed or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for seven (7) years after the date of issuance and does not have to be resubmitted as long as the Director serves on the Board without interruption during the 7-year period. A Director who is appointed by the Developer may satisfy the educational certificate requirement for any subsequent appointment to a board by a developer within 7 years after the date of issuance of the most recent educational certificate, including any interruption of service on a board or appointment to a board in another association within that 7-year period. One year after submission of the most recent written certification and educational certificate, and annually thereafter, a Director must submit to the secretary of the Association a certificate of having satisfactorily completed at least 1 hour of continuing education administered by the Division, or a Division-approved condominium education provider, relating to any recent changes to this chapter and the related administrative rules during the past year. A Director who fails to timely file the written certification and educational certificate is suspended from service on the Board until he or she complies with this provision. The Board may temporarily fill the vacancy during the period of suspension. The secretary shall cause the Association to retain a Director's written certification and educational certificate for inspection by the Members for seven (7) years after a Director's election or the duration of the Director's uninterrupted tenure, whichever is longer. Failure to have such written certification and educational certificate on file does not affect the validity of any Board action.

5.3 Proviso. Notwithstanding anything to the contrary contained herein, the Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium. When Unit Owners other than the Developer own fifteen percent (15%) 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 one-third (1/3) of the members of the Board of Directors. Upon the election of such Director(s), the Developer shall forward to the Division the name and mailing address of the Director(s) elected. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors upon the first to occur of any of the following events: (a) three years after fifty percent (50%) of the Units that will ultimately be operated by the Association have been conveyed to purchasers; (b) three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) 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; (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; (e) when the Developer files a petition seeking protection in bankruptcy; (f) when a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the Association or its Members; or (g) seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to §718.104(4)(e) of the Act or the recording of

an instrument that transfers title to a Unit in the Condominium which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such Unit, whichever occurs first. The Developer is entitled to elect at least one member of the Board as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units operated by the Association.

6. OFFICERS

6.1 Officers. The executive officers of the Association shall be a President, one or more Vice-Presidents, a Treasurer and a Secretary, all of whom must be Directors. All officers shall be appointed annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of the Directors present at any properly noticed Board meeting. Any person may hold two (2) or more offices as long as he qualifies for both offices; except the President and Secretary may not be the same person. The Board may, from time to time, appoint such other officers, including assistant officers, and designate their powers and duties, as the Board deems necessary to manage the affairs of the Association. Assistant officers need not be Directors or Members. Officers shall receive no compensation for their services as such. Officers may be reimbursed for actual and appropriate out-of-pocket expenses relating to the proper discharge of their respective duties, subject to any procedures adopted by the Board with respect to reimbursement.

6.2 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees. He 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.

6.3 Vice-President. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

6.4 Secretary. The Secretary shall attend or provide for proper documentation of all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be kept. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated, or the Association's attorney, manager, or management company.

6.5 Treasurer. The Treasurer shall be responsible for Association funds, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, and shall render to the Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the

Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or the Association's accountant, manager or management company.

6.6 Resignation of Officer. Any Officer may resign his office at any time, in writing (including e-mail) addressed to any other Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

7. FISCAL MATTERS

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

7.1 Depository. The depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent insurance backed by the full faith and credit of the United States of America. Deposits shall be limited to limits of FDIC or federal insurance at any institution. All funds collected by the Association shall be maintained separately in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately, and a commingled account shall not, at any time, be less than the amount identified as reserve funds. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes and shall not exceed limits of applicable investments. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors or by electronic transfer protocols approved by the Board of Directors. The Association and its Officers, Directors, employees, and agents may not use a debit card issued in the name of the Association or billed directly to the Association, for the payment of any Association expenses.

7.2 Budget. The Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year and which shall contain at least all items set forth in §718.504(21) of the Act if applicable, and shall determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. The Board shall adopt the annual budget at least 14 days prior to the start of the Association's fiscal year. In the event the Board fails to timely adopt the annual budget, the prior year's budget shall continue in effect until a new budget is adopted.

7.3 Structural Integrity Reserve Study. The Association must have a structural integrity reserve study, completed at least every ten (10) years after the recording of the Declaration for each building on the Condominium Property that is three stories or higher in height, as determined by the Florida Building Code, pursuant to the requirements of and which includes a study of the items identified in s. 718.112(2)(g), Fla. Stat. ("SIRS"). Within 45 days after receiving the SIRS, the Association must distribute a copy of the study to each Unit Owner or deliver to each

Unit owner a notice that the completed study is available for inspection and copying upon a written request. Distribution of a copy of the study or notice must be made by United States mail or personal delivery to the mailing address, property address, or any other address of the Owner provided to fulfill the Association's notice requirements under the Act, or by electronic transmission to the e-mail address or facsimile number provided to fulfill the Association's notice requirements to Unit Owners who previously consented to receive notice by electronic transmission. Within 45 days after receiving the SIRS, the Association must provide the Division with a statement indicating that the study was completed and that the Association provided or made available such study to each Unit Owner in accordance with this provision. The statement must be provided to the Division in the manner established by the Division using a form posted on the Division's website.

7.4 Reserves. In addition to annual operating expenses, the budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts must include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and any other item that has a deferred maintenance expense or replacement cost that exceeds \$10,000. The amount to be reserved must be computed using a formula based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. Reserves must also be maintained for the items identified in the SIRS for which the Association is responsible under this Declaration, and the reserve amount for such items must be based on findings and recommendations of the Association's most recent SIRS. With respect to items for which an estimate of useful life is not readily ascertainable or with an estimated remaining useful life of greater than twenty-five (25) years, the Association is not required to reserve replacement costs for such items, but the Association must reserve the amount of deferred maintenance expense, if any, which is recommended by the SIRS for such items. The Board may adjust replacement reserve assessments annually to take into account an inflation adjustment and any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. After turnover of control of the Association to Unit Owners other than the Developer, the members may determine, by a majority vote of the total Voting Interests, to provide no reserves or less reserves than required hereunder, except that the members may not determine to provide no reserves or less reserves than otherwise required for items listed in the SIRS. Prior to turnover of control of the Association to Unit Owners other than the Developer, the Developer may not vote to waive the reserves or reduce funding of the reserves. If a meeting of the Unit Owners has been called to determine whether to waive or reduce the funding of reserves and no such result is achieved or a quorum is not attained, the reserves included in the budget shall go into effect. After the turnover, the Developer may vote its Voting Interest to waive or reduce the funding of reserves. If the local building official, as defined in s. 468.603, Fla. Stat., determines that an entire condominium building is uninhabitable due to a natural emergency or as defined in s. 252.34, Fla. Stat., the Board, upon the approval of a majority of its members, may pause the contribution to its reserves or reduce reserve funding until the local building official determines that the condominium building is habitable. Any reserve account funds held by the Association may be expended, pursuant to the Board's determination, to make the condominium building and its structures habitable. Upon the determination by the local building official that the condominium building is habitable, the Association must immediately resume contributing funds to its reserves. Reserve funds and any interest accruing

thereon shall remain in the reserve account or accounts and may be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote of all the total Voting Interests of the Association. Before turnover of control to Unit Owners other than the Developer, the Association may not vote to use reserves for purposes other than those for which they were intended. After turnover of control to Unit Owners other than the Developer, the members may not vote to use reserve funds, or any interest accruing thereon, for any other purpose other than the replacement or deferred maintenance costs of the SIRS components. The only Voting Interests that are eligible to vote on questions that involve waiving or reducing the funding of reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the Voting Interests of the Units subject to assessment to fund the reserves in question. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended must contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

7.5 Special Members Meeting. If the Board adopts in any fiscal year an annual budget which requires Assessments which exceed one hundred fifteen percent (115%) of Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Members to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all Voting Interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all Voting Interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled. Any determination of whether Assessments exceed one hundred fifteen percent (115%) of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, insurance premiums, or Assessments for betterments to the Condominium Property. If the Developer controls the Board, Assessments shall not exceed one hundred fifteen percent (115%) of Assessments for the prior fiscal year unless approved by a majority of all Voting Interests.

7.6 Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year in accordance with the requirements of the Act. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall deliver to each Unit Owner by United States mail or personal

delivery at the mailing address, property address, e-mail address, or facsimile number provided to fulfill the Association's notice requirements , a copy of the most recent financial report and a notice that a copy of the most recent financial report will be mailed or hand delivered to the Unit Owner, without charge, within 5 business days after receipt of a written request from the Unit Owner.

7.7 Assessments and Charges. Assessments shall be made by the Board, shall be borne by the Unit Owners on the basis set forth in the Declaration. Assessments levied pursuant to the annual budget shall be made against Units not less frequently than quarterly in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Assessments shall be collected from Unit Owners in the manner provided in the Declaration and the Act and as follows:

7.7.1 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee in an amount as determined by the Board and bear interest in an amount as determined by the Board. If such late fee or interest rate is not otherwise specified by the Board, the late fee shall be an amount which is the greater of \$25.00 or 5% of each delinquent installment, and the interest rate shall be 18%. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Condominium Parcel, with interest, late fees and for reasonable attorney's fees, as well as costs and expenses of collection incurred by the Association incident to the collection of the Assessment or enforcement of the lien. No lien may be filed by the Association against a Unit until forty-five (45) days after the date on which a notice of intent to file a lien has been delivered to the Owner pursuant to §718.121(4) of the Act. The Association's lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments in the manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

7.7.2 Acceleration. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid, and after thirty (30) days' prior written notice to the applicable Unit Owner, the Association may accelerate and declare immediately due and payable all installments of Assessments for the remainder of the fiscal year, which accelerated Assessments shall be due and payable on the date the claim of lien is filed.

7.7.3 Notice of Intention to Foreclose Lien. So long as required by law, no foreclosure judgment may be entered until at least forty-five (45) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least forty-five (45) days before the foreclosure action is filed, and if the unpaid Assessments, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorney's fees or costs. The notice

must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner at his or her last known address; and, upon such mailing, the notice shall be deemed to have been given, and the court shall proceed with the foreclosure action and may award attorneys fees and costs as permitted by law. The notice requirements of this provision are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act. The notice requirements of this subsection do not apply if an action to foreclose a mortgage on the Unit is pending before any court; if the rights of the Association would be affected by such foreclosure; and if actual, constructive, or substitute service of process has been made on the Unit Owner.

7.7.4 Attachment of Rental Income When Unit is Delinquent.

Notwithstanding any other remedy available to the Association under the Declaration, these Bylaws, or applicable law, the Association shall have the following options when payment of Assessments are in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the tenant with copy to Unit Owner) from any Unit in default to be paid directly to the Association until all outstanding monetary obligations of the Unit Owner related to the Unit are paid in full. The tenant must pay the monetary obligations to the Association until the Association releases the tenant or the tenant discontinues tenancy in the Unit. The Association must provide the tenant a notice, by hand delivery or United States mail, in the form provided in the Act. The Association must mail written notice to the Unit Owner of the Association's demand that the tenant make payments to the Association. The Association shall, upon request, provide the tenant with written receipts for payments made. A tenant is immune from any claim by the landlord or Unit Owner related to the rent timely paid to the Association after the Association has made written demand. If the tenant paid rent to the landlord or Unit Owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within 14 days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the Unit Owner until the Association releases the tenant or the tenant discontinues tenancy in the Unit. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant's landlord shall provide the tenant a credit against rents due to the landlord in the amount of moneys paid to the Association. The Association may issue notice under §83.56, Fla. Stat. and sue for eviction under §§83.59-83.625, Fla. Stat. as if the Association were a landlord under part II of Chapter 83 Florida Statutes if the tenant fails to pay a required payment to the Association after written demand has been made to the tenant. However, the Association is not otherwise considered a landlord under Chapter 83 and specifically has no obligations under §83.51, Fla. Stat. The tenant does not, by virtue of payment of monetary obligations to the Association, have any of the rights of a Unit Owner to vote in any election or to examine the books and records of the Association. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action, or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as the Board deems appropriate, without same constituting a waiver or election of remedies.

7.7.5 Other Remedies. The Board shall have the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary obligations to the Association. Without limitation, same include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; denial of lease approval requests; and acceleration.

7.7.6 Application of Payments. Any payments received by the Association from a delinquent Unit Owner must be applied first to any interest accrued on the delinquent installment(s), then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing is applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

8. RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt and amend Rules and Regulations governing the Condominium subject to any limits contained in the Declaration. Any Rules created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Owners, and, unless otherwise permitted by law, uniformly applied and enforced.

9. BYLAW AMENDMENTS

Except where otherwise provided by the Declaration, amendments to the Bylaws shall be adopted in the following manner:

9.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

9.2 Proposed Amendment Format. Proposals to amend existing Bylaws, except for any such amendments approved by the Developer alone, shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER ____ FOR PRESENT TEXT." Nonmaterial errors or omissions in the amendment process will not invalidate an otherwise properly promulgated amendment.

9.3 Notice. The subject matter of proposed amendments, except for any such amendments approved by the Developer alone, shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

9.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of a majority of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present,

or by the written agreement of a majority of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote. Notwithstanding the foregoing, prior to turnover of control to the Unit Owners other than the Developer, these Bylaws may be amended unilaterally by the Developer alone.

9.5 Execution, Recording, Effective Date. An amendment, other than amendments made by the Developer alone, shall be evidenced by a certificate of the Association that must include, on the first page thereof, recording data identifying the Declaration and be executed in the form required for execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of Volusia County.

9.6 Proviso. Notwithstanding anything herein to the contrary, no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted to the Developer, unless the Developer joins in any such amendment.

10. MISCELLANEOUS

10.1 Unit Owner Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days after receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division. If the Board requests advice from the Division the Board shall, within 10 days after its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the Board from recovering attorney fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Board may adopt reasonable Rules regarding the frequency and manner of responding to Unit Owner inquiries, one of which may be that the Association is only obligated to respond to one written inquiry per Unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

10.2 Alternative Dispute Resolution. Prior to the institution of court litigation, the parties to a Dispute, as defined in §718.1255(1), Fla. Stat., other than an election or recall dispute, shall either petition the Division for nonbinding arbitration and pay the arbitration fee required by §718.1255(4)(a) of the Act, or initiate presuit mediation in accordance with §720.311, Fla. Stat.; however, election and recall disputes must be arbitrated by the Division or filed in a court of competent jurisdiction. Any arbitration shall be conducted according to rules promulgated by the Division and before arbitrators employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing and shall be deemed final if a complaint for trial de novo is not filed in a court of competent

jurisdiction in which the Condominium is located within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded the costs of the arbitration, and reasonable attorneys' fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be charged the other party's arbitration costs, court costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision, if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.

10.3 Remote Participation in Meetings. Members of the Association and their proxy holders are authorized to participate in, be deemed present in person at, and vote by means of remote communication, at such Members meetings or Board Meetings as are determined from time to time by the Board to be desirable or appropriate to be conducted in whole or in part via remote communication, subject to such procedures as may be adopted and amended from time to time by the Board. Board members are authorized to participate in, be deemed present in person at, and vote at, by means of remote communication, such Board meetings as are designated from time to time by the Board to be desirable or appropriate to be conducted in whole or in part via remote communication, subject to the procedures as may be adopted and amended from time to time by the Board. Notwithstanding the determination by the Board at any time that any Members meeting or Board meeting shall be conducted in whole or in part via use of remote communication, the Board may, but is not obligated to, designate a physical location for such meeting, in addition to the use of the remote communication discussed herein. If a physical location is designated, the location shall be contained on the notice of the meeting along.

10.4 Electronic Voting. Without limitation of Subsection 10.3 hereinabove, the Association may conduct elections and other Unit Owner votes through an Internet-based online voting system if a Unit Owner consents, in writing, to online voting and if the requirements of the Act relating thereto are met.

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

10.6 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.7 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws, the Declaration, or the Articles of Incorporation, the

provisions of the Declaration and the Articles of Incorporation shall prevail over the provisions of these Bylaws, and the provisions of the Declaration shall prevail over the Articles.

The undersigned, being the President and Secretary of the Association, hereby affirm that the foregoing Bylaws were duly adopted by the Developer and all of the Board of Directors, acting by written consent of even date herewith.

By: _____ (sign)

_____ (print)

_____ (title)

_____ (date)

Attest: _____ (sign)

_____ (print)

_____ (title)

_____ (date)