

**Bylaws**  
**Bahia Del Mar 7 Condominium**

Condominium during the period of Ownership and Membership, or impair any rights or remedies which the Association may have against such former Owner or Member, arising out of, or which is in any way connected with, such Ownership and Membership.

Section 2. Limitation of Liability: Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage caused by a latent condition in the Condominium Property, nor for injury or damage caused by the elements, or an Owner or other persons.

#### ARTICLE XVII. CORPORATE SEAL

The seal of the Association shall have inscribed thereon the name of the Association, the state of incorporation, the year of incorporation and the words "corporation not for profit" or similar meaning.

#### ARTICLE XVIII. AMENDMENT TO BY-LAWS

These By-Laws may be amended, revised or repealed, unless specifically prohibited herein, at any meeting of the Board of Directors or Unit Owners by a majority vote, provided that notice of said meeting is given in accordance with these By-Laws and that said notice contains a full statement of the proposed amendment.

Section 1. Proviso: No amendment shall discriminate against any Unit Owner nor against any class or group of units unless the Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

Section 2. Execution and Recording: A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by an officer of the Association, with the formalities of a deed. No amendment to the Bylaws shall be valid unless recorded among the Public Records of Pinellas County, Florida, with identification on the first page thereof of the book and page where the Declaration is recorded.

#### ARTICLE XIV. MISCELLANEOUS

Section 1. Articles and Other Headings: The Articles and other headings contained in these By-Laws are for reference purposes only and shall not affect the meaning or interpretation of these By-Laws.

Section 2. Gender and Number: Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

Section 3. Members and Owners: By the terms of the Declaration, all Unit Owners shall be members and all members must be Unit Owners; therefore, said designation shall be deemed synonymous.

Section 4. Revocability of Authorizations: No authorization, assignment, referral or delegation of authority by the Board to any committee, officer, agent or other official of the Association shall preclude the Board from exercising the authority required to meet its responsibility for the operation of the Condominium. The Board shall retain the right to rescind any such authorization, assignment, referral or delegation in its sole discretion.

Section 5. Validity: Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect. Defects or omissions in the By-Laws shall not affect the validity of the Condominium or the title to Condominium Units.

Section 6. Conflict: If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of the Declaration shall prevail.

SECRETARY'S CERTIFICATE

THIS IS TO CERTIFY that I am the Secretary of Bahia Del Mar Condominium Association No. 7 of St. Petersburg, Inc., and the foregoing By-Laws of said Association were duly adopted by the Board of Directors of the Association at the Organizational Meeting of said Directors held on the \_\_\_\_ day of \_\_\_\_\_, 1987.

DATED: \_\_\_\_\_, 1987.

\_\_\_\_\_  
Secretary

Prepared by and Return to:  
Bennett L. Rabin, Esquire  
Brudny & Rabin, P.A.  
28100 U.S. Highway 19 North, Suite 300  
Clearwater, Florida 33761-2655

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2004099041 03/08/2004 at 03:27 PM  
OFF REC BK: 13419 PG: 2290-2291  
DocType:AGM RECORDING: \$10.50

**CERTIFICATE OF AMENDMENT TO BYLAWS OF  
BAHIA DEL MAR CONDOMINIUM ASSOCIATION NO. 7 OF ST. PETERSBURG, INC.  
AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM OF  
BAHIA VISTA, UNIT I, A CONDOMINIUM**

This is to certify that at a duly called meeting of the members of Bahia del Mar Condominium Association No. 7 of St. Petersburg, Inc. (the "Association") held on May 17, 2002, at which a quorum of the voting interests were present, the attached Amendment to the Bylaws of the Association were duly adopted by the membership as required therein. The Bylaws are an exhibit to the Declaration of Condominium of Bahia Vista, Unit I, a Condominium, originally recorded in Official Records Book 5981, Page 1637, Public Records of Pinellas County, Florida, and as it exists as originally recorded and subsequently amended. The Condominium Plat related thereto is found in Condominium Plat Book 103, Page 12; Condominium Plat Book 104, Page 31; and in Condominium Plat Book 104, Page 78; all of Pinellas County Public Records.

IN WITNESS WHEREOF, BAHIA DEL MAR CONDOMINIUM ASSOCIATION NO. 7 OF ST. PETERSBURG, INC., has caused this instrument to be signed by its duly authorized officer on this 3 day of March, 2004.

BAHIA DEL MAR CONDOMINIUM ASSOCIATION  
NO. 7 OF ST. PETERSBURG, INC.

Alberto Ferrer  
Signature of Witness #1  
ALBERTO FERRER  
Printed Name of Witness #1

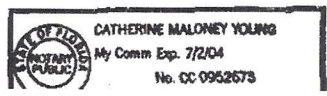
By: Julie C. Auffant, VP  
Signature  
JULIE C. AUFFANT - VP  
Printed Name and Title

Kristine K. Mansueti  
Signature of Witness #2  
Kristine K. Mansueti  
Printed Name of Witness #2

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 3 day of March, 2004, by Julie C. Auffant as VP of BAHIA DEL MAR CONDOMINIUM ASSOCIATION NO. 7 OF ST. PETERSBURG, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: \_\_\_\_\_ Notary Public - State of Florida at Large



**APPROVED AMENDMENT TO BYLAWS  
OF BAHIA DEL MAR CONDOMINIUM ASSOCIATION  
NO. 7 OF ST. PETERSBURG, INC.**

Insertions are underlined; deletions are ~~stricken through~~

- I. Amend Article V of the Bylaws to add a new Section 9 as follows:

ARTICLE V. DIRECTORS

\* \* \* \*

Section 9. Powers and Duties. 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 purposes of the Association, the terms of the Articles of Incorporation, these Bylaws, the Declaration of Condominium and the Condominium Act, and shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium. In furtherance of previous Board action in amending the By-Laws for which no Certificate of Amendment was recorded, which action is ratified and re-adopted at this time, and memorialized by this provision, and which provision shall be effective retroactively and prospectively, the Board shall also have the power and authority to impose an application fee in connection with unit leases, in an amount to be determined by the Board of Directors from time to time, but not to exceed the maximum amount permitted by law.

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END OF APPROVED AMENDMENT

BYLAWS  
OF  
BAHIA DEL MAR CONDOMINIUM ASSOCIATION NO. 7  
OF ST. PETERSBURG, INC.  
A Florida Non-Profit Membership Corporation

ARTICLE I. GENERAL

Section 1. The Name: The name of the corporation shall be BAHIA DEL MAR CONDOMINIUM ASSOCIATION NO. 7 OF ST. PETERSBURG, INC., hereinafter referred to as the "Association".

Section 2. Principal Office: The principal office of the corporation shall be at 6025 Sun Boulevard, St. Petersburg, Florida 33715, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Identity: These Bylaws, being the Bylaws of the Association, are established pursuant to the Florida Condominium Act, as hereinafter defined, for the purpose of administering, operating and managing one or more condominiums located in Pinellas County, Florida.

Section 4. Definitions: As used in these Bylaws, the term "Corporation" shall be equivalent to "Association" and all other words as used in these Bylaws shall have the same definitions as set forth in the Declaration of Condominium for the Condominium or Condominiums operated and managed by the Association. Any terms not defined in the Declaration shall have those definitions established by the Condominium Act. If any definition in the Declaration conflicts with the definition in the Condominium Act, the definition in the Declaration shall prevail and govern the interpretation of this document.

ARTICLE II. MEMBERS

Section 1. Membership: Membership in this Association shall be limited to Unit Owners in any one of the Condominiums which are subject to the jurisdiction of the Association. Transfer of ownership of a Condominium Unit, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a member of the Association.

Section 2. Members' Rights and Obligations: Every

member shall have all the rights and obligations set forth in the Condominium Act, the Declarations of Condominium and these Bylaws.

ARTICLE III. VOTING

Section 1. Voting Rights of Members: The Unit Owner of each Condominium Unit shall be entitled to one (1) vote for each Unit owned. No vote may be divided, no fractional vote shall be cast. Any vote may be cast in person or by proxy as set forth herein.

Section 2. Designation of Voting Representative: If a Unit is owned by one individual, including title held as trustee, the right to vote shall be vested in the record title owner of that Unit. If a Unit is owned by more than one person, other than a husband and wife, the person entitled to cast the Unit's vote shall be designated in a Certificate to be filed with the Secretary, signed by all of the record owners of the Unit. If a Unit is owned by a corporation or partnership, it shall designate the officer or employee entitled to cast the Unit's vote by executing a certificate to be filed with the Secretary, signed by its President or Secretary, or General Partner (if a partnership). The person designated in such Certificate shall be known as the Voting Representative. If no Voting Representative is duly designated for a Unit at least five (5) days prior to a membership meeting, such failure shall result in depriving the Owners of the Unit of a vote at such meeting; unless the Board, in its discretion, establishes a later date for determination of the Voting Representative entitled to vote at the meeting. Notwithstanding anything contained herein to the contrary, a designation can be made or changed any time prior to the appointed time of a duly called meeting. If a Unit is owned jointly by a husband and wife, the following provisions are applicable:

(a) They may, but they shall not be required to, designate a Voting Representative;

(b) If they do not designate a Voting Representative, and if both are present at a meeting but are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(c) Where they do not designate a Voting Representative, and only one is present at a meeting, the person present may cast the Unit's vote.

Section 3. Quorum:

(a) A majority of the voting interests entitled to vote, as fixed by these Bylaws, represented in person or by proxy, shall constitute a quorum at any meeting of the membership. If, however, such quorum shall not be present, a majority of the Voting Representatives present in person or represented by proxy shall reschedule said meeting for a date not later than thirty (30) days thereafter and adjourn. Notice of the adjourned meeting shall be given as set forth in these Bylaws. At said rescheduled meeting any business may be transacted which might have been transacted at the meeting originally called, however, one-third (1/3) of the Voting Representatives entitled to vote, represented in person or by proxy, shall constitute a quorum, except for any matter which would materially affect the rights of Mortgagees.

(b) If a quorum is present, the affirmative vote of the majority of the Voting Representatives who cast their vote, either in person or by proxy, shall be the act of the members unless otherwise provided by law, the Declaration, the Articles of Incorporation or these Bylaws.

Section 4. Proxies: Votes may be cast in person or by proxy. All proxies shall be in writing, containing the name of the person voting by proxy, signed by the person entitled to vote, and filed with the Secretary at any time before the appointed time of the meeting. Said proxy shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Voting Representative executing it, provided such revocation is in writing.

#### ARTICLE IV. MEMBERS' MEETINGS

Section 1. Place: All meetings of the membership shall be held at the principal office of the Association, or at such other place as the Board may from time to time designate, and at such time as shall be designated by the Board and stated in the Notice of Meeting.

Section 2. Notices: Written notice of each annual or special meeting shall be delivered personally or by first class mail to each Unit Owner and a copy of said notice posted in a conspicuous place on the Condominium Property not less than fourteen (14) nor more than forty (40) days before the meeting; or, in the case of a special meeting, at the time notice is given. Notice of any meeting shall state the place, date and time and purpose of the meeting. All notices shall be



mailed to or personally delivered to the address of the Unit Owner as it appears on the books of the Association, or at such other address as may be designated in writing by the Unit Owner.

**Section 3. Waiver of Notice:** A written waiver of notice signed by any Voting Representative, whether before or after the meeting, shall be equivalent to the giving of notice to the member or members he represents, to the extent that such waiver is permitted by law. Such waiver may also be made by any member on his own behalf. Attendance of a member or Voting Representative at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened.

**Section 4. Action by Members Without a Meeting:**

(a) Any action required by law, these Bylaws, the Declaration or the Articles of Incorporation to be taken at any annual or special meeting of the membership, 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 written consent setting forth the action so taken shall be signed by not less than the minimum number of voting interests or Unit Owners necessary to authorize or take such action at a meeting at which all persons entitled to vote thereon were present and voted.

(b) Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those Unit Owners or Voting Representatives, as appropriate, who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

**Section 5. Annual Meetings:** The annual meeting of the Association for the election of Directors to serve on the Board of Directors of this Association and the Homeowners' Association and for the transaction of such other business as may properly come before the meeting, shall be held each year in the month of January on such day and at such time as the Board shall direct; provided, however, that said date may be changed by resolution of the Board so long as the annual meeting for any year shall be held not later than thirteen (13) months after the last preceding annual meeting of the members.

**Section 6. Special Meetings:** Special meetings of the members for any purpose may be called at any time by the President, by the Board, or by the written request of not less than ten percent (10%) of the voting interests entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the purpose or purposes stated in the

notice.

Section 7. Adjourned Meetings/Quorum: If any meeting of members cannot be duly convened because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time in the following manner until a quorum is present. If a quorum is not present at the original meeting, the President, or in his absence any other appropriate officer or Director, may adjourn the meeting to a time within thirty (30) days thereof at the same place as announced at the prior meeting, and a notice of such adjourned meeting will be posted conspicuously upon the Condominium Property at least twelve (12) hours in advance of the meeting. At any such adjourned meeting or meetings the presence in person or representation by written proxy of members holding at least twenty-five percent (25%) of the Unit Owners' total votes shall be requisite to and shall constitute a quorum at such adjourned meeting or meetings. At such adjourned meeting or meetings, at which a quorum of at least thirty-three and one-third percent (33-1/3) of the Unit Owners' total votes present in person or represented by proxy exists, any business may be transacted which might have been transacted at the meeting originally called. If at any adjourned meeting a quorum cannot be established, either in person or by proxy, within ninety (90) days of the date on which the original meeting was scheduled, notice of such adjourned meeting or meetings shall be posted in a conspicuous place on the Condominium Property and no further notice shall be required.

Section 8. Proviso: Until a majority of the Directors of the Association are elected by members other than the Developer (except as provided by Section 718.110 and 718.112(2)(e) and (k), F.S. (1986) in these regards, the board has no power to approve amendments made by the association), the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors of the Association, all other provisions of these Bylaws notwithstanding.

#### ARTICLE V. DIRECTORS

Section 1. Function: All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board; provided however, certain matters specified in the Declaration and these Bylaws shall be considered as authorized only after approval by the membership. The Board shall make appropriate delegations of authority to the officers; and, to the extent permitted by law and these Bylaws, by appropriate resolution, the Board may authorize one or more

committees to act on its behalf when it is not in session.

Section 2. Qualification of Directors: All elected Directors shall be members of the Association; provided, however, no Director entitled to be elected by Developer need be a member of the Association.

Section 3. Duties of Directors:

(a) A Director shall attend all meetings of the Board and of any committees of the Board to which he has been appointed.

(b) A Director shall perform his duties as a Director in good faith, in a manner he reasonably believes to be in the best interests of the Association and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

(c) A Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by committees, officers or employees of the Association and counsel, public accountants or other professional persons.

Section 4. Number and Term: The Board of Directors shall consist of no less than three (3) Directors until such time as the members of the Association shall be entitled to elect a majority of the members of the Board. Thereafter, the affairs of the Association shall be governed by a Board composed of not less than (3). The number of Directors shall be determined from year to year by the Board of Directors at a meeting held at least sixty (60) days prior to the date of the annual meeting; provided, however, the number shall be an uneven number and, further provided, the members from each Condominium shall be entitled to elect at least one Director to represent said Condominium, and all remaining Directors shall be elected from the entire membership. The terms of each Director shall extend until the next annual meeting of members, and thereafter until his successor is duly elected and qualified, or until removed from office in the manner provided in Section 5 below.

Section 5. Removal of Directors:

(a) A Director may resign at any time by sending a written notice of such resignation to the office of the Association, addressed to the President, which resignation shall take effect upon receipt thereof by the President.

(b) A Director who fails to attend three (3)

consecutive Board meetings, without an excused absence, shall automatically constitute a resignation from the Board. The nature of the absence, whether excused or unexcused, shall be determined by the President of the Association, provided an unexcused absence shall be submitted to the Board (without the affected Director being entitled to vote) for its concurrence with the decision of the President. If the Board does not concur, the absence shall be considered excused.

(c) A Director who is forty-five (45) days or more delinquent in the payment of any assessment or special assessment shall automatically constitute a resignation from the Board.

(d) A Director or the entire Board may be recalled or removed from office with or without cause by the members; provided, however, the questions of removal shall be divided so that the removal of each Director is considered separately. Directors may be removed either by vote or by agreement in writing by a majority of all the Voting Interests. A special meeting of the membership to recall a Director or Directors may be called by ten percent (10%) of the Voting Interests giving notice of the meeting as required for a meeting of the membership. The notice shall state the purpose of the meeting and shall be accompanied by a dated copy of a signature list of at least ten percent (10%) of the Voting Interests. The list must state that the purpose of the signatures is for recall. The meeting must be called not less than ten (10) days nor more than sixty (60) days from the date Unit Owners request such meeting. Certification of the recall, and the effective date thereof, shall occur as required by statute.

Section 6. Vacancies: Any vacancies occurring in the membership of the Board, including any vacancy created by reason of an increase in the number of Directors, may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board. Any vacancy occurring prior to the first election of Directors by Unit Owners other than the Developer may be filled by the Developer and any vacancy resulting from the removal of a Director by the membership may be filled by the membership. A Director so elected shall hold office for the term for which he is elected or for the remainder of the unexpired term of the Director he is replacing.

Section 7. Directors' Conflict of Interest: No contract or other transaction between this Association and one or more of its Directors or any other corporation, firm, association or entity in which one or more of the Directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest or because such Director or Directors are present at

the meeting of the Board or committee meeting authorizing, approving or ratifying such contract or transaction or because his or their votes are counted for such purpose.

Section 8. Proviso: Provided, however, that except as required by these Bylaws or by Statute, until such time as the Developer turnovers control of the Association to the members other than the Developer, all Directors shall be designated by the Developer and need not be owners of Units in the Condominium and may not be removed by members of the Association.

#### ARTICLE VI. DIRECTORS' MEETINGS

Meetings of the Board of Directors shall be held at the principal office of the Association or at such other place as the Directors may from time to time designate. Meetings of the Board shall be open to all members and Voting Representatives. Notice of all meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours prior to said meeting, except in the case of an emergency. Notice of any meeting at 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 assessment.

Section 1. Regular Meetings: The Board may, by resolution duly adopted, establish regular meetings, which shall thereafter be held without further notice until subsequent resolution altering same.

Section 2. Annual Meetings: The annual meeting of the Board shall be held immediately following the annual meeting of the membership.

Section 3. Special Meetings: Special meetings of the Board may be called at any time by the President or any two (2) Directors. All notices of special meetings shall state the purpose of the meeting.

Section 4. Annual Budget Meetings: An annual budget meeting shall be held during the last month of each accounting year or at such time as the Board shall direct for the purpose of adopting an annual budget for the Association for the ensuing accounting year. Written notice stating the place, date and time of the meeting shall be delivered personally or by registered certified mail to each Director at his address as it appears on the books of the Association no more than forty (40) days nor less than thirty (30) days before the meeting.

Section 5. Waiver of Notice: A written waiver of notice signed by any Director, whether before or after any meeting, shall be equivalent to the giving of notice to said Director. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

Section 6. Quorum: At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business, and the acts and a majority of Directors present at such meeting shall be the acts of the Board. If at any meeting of the Board there are less than a quorum present, the majority of those present shall adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the previously scheduled meeting may be transacted without further notice.

Section 7. VOTING: Each Director present at any meeting of the Board shall be entitled to one (1) vote on each matter submitted to a vote of the Directors. Proxy voting shall not be permitted. A Director may join by written concurrence in any action taken at a meeting of the Board; but unless permitted by law, such concurrence may not be used for the purpose of creating a quorum. When telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board members and by any Unit Owners present in an open meeting.

#### ARTICLE VII. COMMITTEES

Except where specifically delegated authority to act, committees shall serve in an advisory capacity to the Board and the membership and shall make specific recommendations regarding those aspects of the business and affairs of the association to which they have been delegated responsibility. Any committee shall have and may exercise all the authority granted to it by the Board, except that no committee shall have the authority to fill vacancies on the Board or any committee thereof; adopt, amend or repeal any portion of the Bylaws; amend or repeal any resolution of the Board; or act on matters committed by these Bylaws or resolution of the Board to another committee of the Board.

#### ARTICLE VIII. OFFICERS

Section 1. Designation: The officers of this Association shall consist of a President, one or more Vice-Presidents (if determined to be necessary by the Board of Directors), a Secretary and a Treasurer. The Association shall also have such other officers, assistance officers and agents as may be deemed necessary or appropriate by the Board from time to time.

Section 2. Election and Term: The Board of Directors at its first meeting after each annual meeting of the membership shall elect all officers, none of whom, excepting the President, need be a member of the Board. The officers of the Association shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed, with or without cause, at any time by the affirmative vote of a majority of the entire Board of Directors. Any vacancy in any office may be filled by the Board and any officer so elected shall hold office for the unexpired term of the officer he is replacing. Notwithstanding the foregoing, each person named as an officer in the Articles of Incorporation shall hold office until the first annual meeting of the Board and until his successor shall have been elected and qualified or until his earlier resignation, disqualification, removal from office or death.

Section 3. Duties of the Officers: The officers of this Association shall have the following duties:

(a) The President: The President shall be the Chief Executive Officer of the Association, having general overall supervision of all the business and officers of the Association. He shall preside at all meetings of members and of the Board and shall be an ex official member of all standing committees. He shall execute all written contracts and perform all of the duties incident to his office and such others as may be delegated to him from time to time by the Board.

(b) The Vice-President: The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall issue notices of all Board meetings and all meetings of members; he shall attend and keep the minutes of same; he shall have charge of all of the books of the Association as well as its records and papers, except those kept by the Treasurer. The Minutes of all meetings of the members and the Board of Directors shall be kept in a book available for inspection by Board members and Unit Owners or their authorized representatives, at any reasonable time. The Association shall retain these Minutes

for a period of not less than seven (7) years.

(d) The Treasurer: The Treasurer shall have custody of the Association's funds and securities, except in the event that the Association elects to contract with a manager firm to perform the duties of the Treasurer pursuant to the terms of any Management Agreement. The duties of the Treasurer shall be as follows:

(i) Keep full and accurate accounts of the Association's receipts and disbursements.

(ii) Deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated by the Board.

(iii) Disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements and render an accounting of all of his transactions as the Treasurer and of the financial condition of the Association to the Board whenever it may require same.

(iv) Collect all assessments and special assessments and promptly report to the Board the status of collections.

(v) Maintain accounting records in accordance with good accounting practices which shall be open to inspection by Owners or their authorized representatives at reasonable times and render to Owners or their authorized representatives at least annually a written summary of the Association's fiscal activities.

#### ARTICLE IX INDEMNIFICATION OF DIRECTORS AND OFFICERS

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



reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such Director or officer may be entitled.

ARTICLE X. FINANCES AND ASSESSMENTS

Section 1. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer or officers as may be designated by the Board.

Section 2. Fiscal Year: The fiscal year of the Association shall be the twelve (12) calendar-month period beginning on the first day of January of each year; provided, however, that the Developer prior to turnover of the Association to the membership, and the Board thereafter, whenever it deems it advisable is expressly authorized to change to a different fiscal year. Within sixty (60) days following the end of a fiscal year, the Association shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve-month period.

Section 3. Determination of Assessments:

(a) The Board of Directors shall fix and determine the sum or sums necessary and adequate to assess Unit Owners for their share of the Common Expenses set forth in the budget. Funds for the payment of Common Expenses shall be assessed against Unit Owners as provided in the Declaration. A copy of the proposed annual budget shall be mailed to Unit Owners not less than fourteen (14) days prior to the Board meeting at which the budget will be considered, together with a notice of that meeting. Said meeting shall be open to all Unit Owners. The budget shall be detailed and shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and Limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses, reserves for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than \$10,000.00, and any other expenses designated as Common Expenses by the Board or the Declaration or by the Condominium Act.

(b) In the event the adopted budget requires assessments against the Unit Owners in any fiscal year which exceed one hundred fifteen percent (115%) of the assessments for the preceding year, the Board upon written application of

ten percent (10%) of the voting interests to the Board shall call a special meeting of the Unit Owners within thirty (30) days, upon not less than ten (10) days' written notice to each Unit Owner. In determining whether assessments exceed one hundred fifteen percent (115%) of the prior year's assessments, provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which are not expected to be incurred on a regular or annual basis and assessments for betterments to the Condominium Property shall be excluded from the computation. At the special meeting, Unit Owners shall consider and enact a budget. The budget shall be adopted upon the affirmative vote of not less than a majority of all the voting interests. If a special meeting of Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect for the ensuing fiscal year of the Association.

(c) Notwithstanding the foregoing, as long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal year's assessment without approval of a majority of all the voting interests.

Section 4. Payment of Assessments: After adoption of a budget, a determination of the annual assessment per unit shall be made by apportioning the total sum of said budget among the Unit Owners according to the percentages for sharing Common Expenses as set forth in the Declaration. As provided for in the Declaration, the annual assessment of the Homeowners' Association may be collected by the Association, in which case both assessments shall be made against Unit Owners as a single sum. Such annual assessment shall be payable in monthly installments on the first day of each month. The Board shall promptly deliver or mail to each Unit Owner or other person designated in writing to receive such notice, a statement setting forth the amount of the annual assessment, the amount of each monthly installment and the date on which payment is due. The statement shall indicate whether the annual assessment of the Homeowners' Association has been included and, if so, the amount of such assessment. Such payments shall be due and payable regardless of whether or not members are sent or actually receive a written notice.

Section 5. Special Assessments: The Board shall have the power to levy Special Assessments as necessary for actual economic needs of the Association. In the event the Board levies a Special Assessment it shall be apportioned among all Unit Owners according to the percentages for sharing Common Expenses as set forth in the Declaration. A written notice setting forth the specific purpose or purposes of any Special

Assessment shall be delivered or mailed to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice or shall be returned to the Unit Owners.

Section 6. Reserves: Funds reserved pursuant to the Condominium Act shall be included in the budget and used for the stated purposes unless they are waived, reduced or their use for other purposes is approved by a vote of the majority of the voting interests at a duly called meeting of the members.

Section 7. Interest/Acceleration of Assessment Installments: Assessments not paid by the tenth of each month shall be considered late and Unit Owners shall be charged interest at the maximum rate allowed by law from the due date until paid. Special Assessments shall be due and payable on the date provided in the notice to Unit Owners and if unpaid within ten (10) days from date of notice, Unit Owners shall be charged interest at the maximum rate allowed by law from the due date until paid. In the event any Assessment remains unpaid for more than thirty (30) days, the Association may record a lien against the Condominium Unit seeking payment of the delinquent Assessment and may require the Unit Owner to pay the Assessment for the entire year, plus any accrued interest, attorney's fees and costs. The Association shall also have the right to record a lien against the Condominium Unit seeking payment of any unpaid Special Assessment, plus interest, attorney's fees and costs.

Section 8. Fines and Penalties: The Association is empowered to impose reasonable fines and penalties against a Condominium Unit for the failure of the Unit Owner, or its occupant, licensee or invitee, to comply with any provisions of the Declaration, these Bylaws or Rules and Regulations of the Association. 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. No fine may exceed \$50.00 per violation if the Condominium Unit of the offending Unit Owner is occupied on the date the fine is levied.

Section 9. Developer Exemption: Notwithstanding any of the foregoing provisions respecting Assessments, the Developer shall be excused from the payment of its share of the Common Expenses and Assessments for Developer-owned Condominium Units during the period in which the Developer obligates itself to pay any amount of Common Expenses in excess of the amount assessed against other Unit Owners. Further, as provided in the Condominium Act and the Declaration, Developer shall not be assessed for Developer-owned Condominium Units for capital improvements without its written approval so long as it holds Units for sale in the ordinary course of business.