

This instrument was prepared by:

Lisbet Campo, Esq.
9240 Sunset Drive, Suite 240
Miami, Florida 33173
(305)598-8744
Florida Bar # 331820

BYLAWS
OF
BRITTANY'S PLACE CONDOMINIUM ASSOCIATION, INC.

A not-for-profit corporation organized under the laws of the state of Florida

The operation of the Association shall be governed by the Articles of Incorporation and the Bylaws of the Association, which shall be included as exhibits to the recorded Declaration.

1. Identity.

These are the Bylaws of Brittany's Place Condominium Association, Inc. (the "Association"), a not-for-profit corporation incorporated under the laws of the state of Florida, the Articles of Incorporation ("the Articles") which were filed in the office of the Secretary of the State of Florida on the 9th day of February, 2006 and organized for the purpose of administering the operation and management of that certain Condominium located in Pinellas County, Florida, and known as Brittany's Place, a Condominium (the "Condominium") to be established in accordance with the Florida Condominium Act ("the Act").

1.1 Principal Office. The principal office of the Association shall be at 7298 Ulmerton Road, Largo, Florida 33771, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept in Pinellas County, Florida, or at such other place within the state of Florida as may be permitted by the Condominium Act ("Act") from time to time.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Not-For-Profit Corporation," and the year of incorporation.

1.4 The provisions of these Bylaws are applicable to the Condominium and are subject to the provision of the Articles of Incorporation, a copy of the Articles and a copy of these Bylaws will be annexed as an Exhibit to the Declaration of Condominium ("the Declaration"), which will be recorded in the Public Records of Pinellas County, Florida. The terms and provisions of the Articles of Declaration shall control wherever the same may be in conflict herewith.

1.5 All Members of the Association and their invitees, including without limitation to, all present or future Owners and tenants of dwelling Units in the Condominium ("the Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these Bylaws, the Articles and the Declaration.

2. Definitions.

For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration for the Condominium unless herein provided to the contrary or the context otherwise requires.

3. Members.

3.1 The qualification of Members of the Association ("the Members"), the manner of their admission to membership and termination of such membership and voting by Members shall be as set forth in the Articles, the provisions of which are incorporated herein by reference.

3.2 Annual Meeting. The annual Members' meeting shall be held on the date, at the place, and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than 12 months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of September in the year in which the Declaration is filed, at such time, place, and date as the Board shall determine.

3.3 Special Meetings. Special Members' meetings shall be held at such places as provided herein for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association and must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property at least 14 continuous days prior to the annual meeting. The notice of the annual meeting shall also be sent by mail or hand delivered to each Unit Owner unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail or hand delivery. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members. The posting and mailing of the notice shall be effected not less than 14 days nor more than 60 days prior to the date of the meeting. Proof of posting shall be given by affidavit, and proof of mailing of the notice shall be given by affidavit or the retention of a post office certificate of mailing.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting except when his or her (or the authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An Officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section and F.S. 718.112(2)(d)2, to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

3.5 Quorum. The percentage of voting interests required to constitute a quorum at a meeting of the Members shall be a majority of the voting interests. Unless otherwise provided in the Declaration, Articles of Incorporation, or Bylaws, decisions shall be made by Owners of a majority of the voting interests represented at a meeting at which a quorum is present.

3.6 Voting.

(a) Number of Votes. Except as provided in Section 3.11 hereof, in any meeting of Members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attached shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration, the Articles, or these Bylaws. As used in these Bylaws, the Articles, or the Declaration, the terms "majority of the Unit Owners" and "majority of the Members" shall mean a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

(c) Voting Member. If a Unit is owned by one person, the right to vote shall be established by the roster of Members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves who shall cast the vote of the Unit as the "Primary Occupant" thereof. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote as the Primary Occupant for the Unit shall be designated by a certificate signed by an appropriate Officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or superseded by a subsequent certificate or until a change occurs in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record Owner of an undivided interest in the Unit. If a

certificate designating the person entitled to cast the vote for a Unit for which that certificate is required is not on file or has been revoked, the vote attributable to that Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

3.7 Proxies. Except as specifically otherwise provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the division. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws. No proxy, limited or general, shall be used in the election of Board Members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this subparagraph, Unit Owners may vote in person at Unit Owner meetings.

Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Unit Owner executing it.

A Member of the Board of Directors or a committee may submit in writing his or her agreement or disagreement with any action taken at a meeting that the Member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

When any of the board or committee Members meet by telephone conference, those Board or committee Members attending by telephone conference may be counted toward obtaining a quorum and may vote by telephone. A telephone speaker must be used so that the conversation of those board or committee Members attending by telephone may be heard by the Board or committee Members attending in person as well as by any Unit Owners present at a meeting.

3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.9 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

- (a) Call to order by President;

- (b) Collection of Ballots not yet cast;
- (c) Calling of the roll and certifying of proxies;
- (d) Appointment by the President of a chair of the meeting (who need not be a member or a Director);
- (e) Election of Directors;
- (f) Proof of notice of the meeting or waiver of notice;
- (g) Reading or waiver of reading of minutes of previous meeting;
- (h) Reports of Officers;
- (i) Reports of committees;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chair.

3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board Members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.11 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 that 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 Members (or persons authorized to cast the vote of any such Members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members (or authorized persons) entitled to vote thereon were present and voted. Within 10 days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

3.12 Unit Owner Participation. Unit Owners shall have the right to participate in meetings of Unit Owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration, and manner of Unit

Owner participation. Any Unit Owner may tape record or videotape a meeting of the Unit Owners subject to reasonable rules adopted by the Division.

4. Directors.

4.1 Membership. The affairs of the Association shall be managed by the Board of Directors. The Board of Directors shall be comprised of not less than three persons appointed by the Developer until such time as the Developer transfers control to the Association pursuant to Florida Statute 718.301. After such an event occurs, the Board of Directors shall be comprised of five persons. The Members of the Board of Directors shall be elected by the Members of the Association at the annual membership meeting as provided by the Bylaws and shall serve at the pleasure of the Board of Directors. During Developer's control, Directors need not be Unit Owners; provided, however, upon turnover, each Director, other than any Developer appointed or elected Director, shall be a Unit Owner.

4.2 Election of Directors. The election of Directors shall be conducted in the following manner: Commencing with the election of the first Board to succeed the Board comprised of the subscribers of the Articles, Developer shall designate the number and the identity of the Members of the Board which it shall be entitled to designate in accordance with the Articles and these Bylaws and upon such designation by Developer by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Members of the Board and shall thenceforth hold the offices and perform the duties of such offices until their successors have been elected or designated as the case may be and qualified in accordance with the provision of these Bylaws.

All Members of the Board whom Developer shall not be entitled to designate under these Bylaws shall be elected at Unit Owners meeting as follows:

(a) There shall be an annual meeting of the Unit Owners. A vacancy on the Board caused by the expiration of a Director's term shall be filled by electing a new Board Member, and the election shall be by secret ballot; however, if the number of vacancies equals or exceeds the number of candidates, no election is required. If there is no provision in the Bylaws for terms of the Members of the Board, the terms of all Members of the Board shall expire upon the election of their successors at the annual meeting. Any Unit Owner desiring to be a candidate for Board membership shall comply with subparagraph "c". A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership. The validity of an action by the Board is not affected if it is later determined that a Member of the Board is ineligible for Board membership due to having been convicted of a felony.

(b) Written notice, which notice must include an agenda, shall be mailed or hand delivered to each Unit Owner at least 14 days prior to the annual meeting and shall be posted in a conspicuous place on the Condominium Property at least 14 continuous days preceding the annual meeting. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property or Association Property upon which all notices

of Unit Owner meetings shall be posted; however, if there is no Condominium Property or Association Property upon which notices can be posted, this requirement does not apply. Unless a Unit Owner waives in writing the right to receive notice of the annual meeting, such notice shall be hand delivered or mailed to each Unit Owner. Notice for meetings and notice for all other purposes shall be mailed to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand delivered to each Unit Owner. However, if a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided on the deed of record. An officer of the Association, or the manager or other person providing notice of the Association meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association affirming that the notice was mailed or hand delivered, in accordance with this provision.

(c) The Members of the Board shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in this chapter. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than 40 days before a scheduled election. Together with the written notice and agenda as set forth in subparagraph b., the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. This second notice must be sent not less than 14 days prior to the election. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association 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. The Association shall follow the rules of the Division of Florida Land Sales, Condominiums, and Mobile Homes that establish rules providing for the secrecy of ballots. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. No Unit Owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid, provided any Unit Owner who violates this provision may be fined by the Association in accordance with s. 718.303. A Unit Owner who needs assistance in casting the ballot for the reasons stated in s. 101.051 may obtain assistance in casting the ballot. The regular election shall occur on the date of the annual meeting. The provisions of this subparagraph shall not apply to timeshare condominium associations. Notwithstanding the provisions of this subparagraph, an election is not required unless more candidates file notices of intent to run or are nominated than board vacancies exist. Notwithstanding the above, rule 61B-23.0026, F.A.C. shall be followed

by the Developer and Unit Owners when using Owners proxies for elections to fill vacancies when recalling and replacing a Board Member.

(d) Any approval by Unit Owners called for by this chapter or the applicable Declaration or Bylaws, including, but not limited to, the approval requirement in s. 718.111(8), shall be made at a duly noticed meeting of Unit Owners and shall be subject to all requirements of this chapter or the applicable Condominium documents relating to Unit Owner decision making, except that Unit Owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by the applicable Bylaws or Declaration or any statute that provides for such action.

(e) Unit owners may waive notice of specific meetings if allowed by the applicable Bylaws or Declaration or any statute.

(f) Unit Owners shall have the right to participate in meetings of Unit Owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner participation.

(g) Any Unit Owner may tape record or videotape a meeting of the Unit Owners subject to reasonable rules adopted by the division.

(h) Any vacancy occurring on the Board before the expiration of a term may be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative, a Board may hold an election to fill the vacancy, in which case the election procedures must conform to the requirements herein. A Board Member appointed or elected under this section shall fill the vacancy for the unexpired term of the seat being filled.

4.3 Vacancies and Removal. Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board of Directors occurring between annual meetings of Members shall be filled by the affirmative vote of the remaining Board of Directors, even if the remaining Directors constitute less than a quorum, provided that all vacancies in Directorships to which Directors were appointed by the Developer under the provisions of this section hereof shall be filled by the Developer without the necessity of any meeting.

Any Member of the Board elected by the Members (other than the Developer) may be recalled and removed from office with or without cause by the vote or agreement in writing of all the voting interests. A special meeting of the Unit Owners to recall a Member or Members of the Board may be called by 10% of the voting interests, giving notice of the meeting as required for a meeting of Unit Owners, and stating the purpose of the meeting, or by written agreement signed by a majority of the Owners of all Units.

If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a board meeting within five full business days of the adjournment of the Unit Owner meeting to recall one or more Board Members. At the meeting, the Board shall either certify the recall, in which case

such Member or Members shall be recalled effective immediately and shall turn over to the Board within five full business days any and all records and property of the Association in their possession, or shall proceed as set forth below.

If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by F.S. Chapter 48 and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a Member or Members of the Board, in which case such Member or Members shall be recalled effective immediately, and shall turn over to the Board within five full business days any and all records and property of the Association in their possession, or proceed as described below.

If the Board determines not to certify the written agreement to recall a Member or Members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five full business days after the meeting, file with the Division a petition for binding arbitration under the procedures in F.S. 718.1255. For the purposes of this section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any Member or Members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action under F.S. 718.501. Any Member or Members so recalled shall deliver to the Board any and all records of the Association in their possession within five full business days of the effective date of the recall.

If the Board fails to duly notice and hold a Board meeting within five full business days of service of an agreement in writing or within five full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective and the Board Members so recalled shall immediately turn over to the Board any and all records and property of the Association.

If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board Members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in Section 4.2 herein. If vacancies occur on the Board as a result of a recall and a majority or more of the Board Members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division.

Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the Members other than the Developer of the Condominium, neither the first Directors of the Association, 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.

If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these Bylaws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least 30 days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy or vacancies in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy or vacancies, the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors and shall serve until the Association fills the vacancy or vacancies on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the Members and subsequently until his or her successor is duly elected and has taken office, or until he or she is removed in the manner herein provided for or as provided by law.

4.5 Organizational Meeting. The organizational meeting of newly elected or appointed Directors shall be held within 10 days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed. Notice of the organizational meeting shall be as required for regular meetings of the Board of Directors.

4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, and shall be transmitted at least 48 hours prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least 48 continuous hours in advance for the attention of the Members of the Association except in the event of an emergency. Unit Owners shall have the right to attend and the right to speak with reference to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board subject to rules adopted by the Division. Directors may not vote by proxy or by secret ballot at Board meetings. A vote or abstention for each Director present shall be recorded in the minutes.

4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one third of the Directors. For so long as the Developer is in control of the Association, special meetings of the Directors may be called by the Developer. Notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than 48 hours prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners, and notice of such meetings shall be posted conspicuously on the Condominium Property at least 48 continuous hours in advance for

the attention of the Members of the Association except in the event of an emergency, and Unit Owners shall have a reasonable right to participate. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board. Directors may not vote by proxy or secret ballot at Board Meetings. A vote or abstention for each Director present shall be recorded in the Minutes.

Notwithstanding the foregoing, written notice of any meeting at which nonemergency special assessments, or at which an amendment to Rules regarding Unit use, will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property or Association Property upon which all notices of Board meetings shall be posted. If there is no Condominium Property or Association property upon which notices can be posted, notices of Board meetings shall be mailed or delivered at least 14 days before the meeting to the Owner of each Unit. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this section. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Unit Owners is inapplicable to meetings between the Board or a committee and the Association's attorney, with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by the Director of notice. Attendance by any Director at a meeting except when his or her attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called, shall be deemed equivalent to the due receipt by that Director of notice.

4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board except when approval by a greater number of Directors is specifically required by the Declaration, the Articles, or these Bylaws.

Meetings of the Board of Directors and any committee thereof at which a quorum of the Members of that committee are present shall be open to all Unit Owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements.

4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

A member of the board of directors may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

4.12 Presiding Officer. The presiding Officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

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

Such order may be waived in whole or in part by direction of the presiding Officer.

4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board Members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

4.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three or more Members of the Board. This Executive Committee shall have and may exercise all of the powers of the Board

in management of the business and affairs of the Condominium during the period between the meetings of the Board insofar as may be permitted by law except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraphs (f) and (o) of Article 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable.

Meetings of any committee of the Board at which a quorum of the Members of that committee are present shall be open to all Unit Owners. Written notice, which notice shall specifically incorporate an identification of agenda items, of all committee meetings shall be posted conspicuously on the Condominium Property at least 48 continuous hours preceding the meeting except in an emergency.

4.16 Transfer of Control by Developer. Notwithstanding anything to the contrary contained in this Article 4 or otherwise, the Board of Directors shall be comprised of not less than three persons appointed by the Developer until such time as the Developer transfers control to the Association pursuant to Florida Statute 718.301. After such an event occurs, the Board of Directors shall be comprised of five persons. When Unit Owners other than the Developer own 15% or more of the Units in a Condominium to be operated by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one third of the members of the Board of Directors of the Association. 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 of an Association:

(a) Three years after 50% of the Units that will be operated ultimately by the Association have been conveyed to Purchasers;

(b) Three months after 90% of the Units that will be operated ultimately by the Association have been conveyed to Purchasers;

(c) When all of 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) Seven years after recordation of the Declaration of Condominium in the public records; or in the case of an Association, which may ultimately operate more than one condominium, seven (7) years after recordation of the Declaration for the first Condominium it operates; or, in the case of an Association operating a phase Condominium created pursuant to s. 718.403, seven (7) years after recordation of the Declaration creating the initial phase, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) 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, in Condominiums with fewer than 500 Units, and two percent (2%), in Condominiums with more than five hundred (500) Units, of the Units in a Condominium that will be operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority of members of the Board.

The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least 30 days' notice of the Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer nor its appointees shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within 75 days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of an Association, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than 60 days notice of an election for the members of the Board of Directors. The election shall proceed as provided in s.718.112(2)(d). The notice may be given by any Unit Owner if the Association fails to do so. Upon election of the first Unit Owner other than the Developer to the Board of Directors, the Developer shall forward to the Division the name and mailing address of the Unit Owner Board member.

If a Developer holds Units for sale in the ordinary course of business, none of the following action may be taken without approval in writing by the Developer:

(a) Assessment of the Developer as a Unit Owner for Capital Improvements.

(b) Any action by the Association that would be detrimental to the sales of Units by the Developer. However an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

At the time that Unit Owners other than the Developer elect a majority of the Members of the Board of Directors of the Association, the Developer shall relinquish control of the

Association and the Unit Owners shall accept control. Simultaneously, or not more than 90 days thereafter, the Developer shall deliver to the Association, at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:

(a) The original or a photocopy of the recorded Declaration of Condominium and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.

(b) A certified copy of the Articles of Incorporation of the Association.

(c) A copy of the Bylaws of the Association.

(d) The minute books, including all minutes, and other books and records of the Association, if any.

(e) Any rules and regulations that have been adopted.

(f) Resignations of Officers and Board members who are required to resign because the Developer is required to relinquish control of the Association.

(g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting standards as defined by rule by the Florida Board of Accountancy, under F.S. Chapter 473. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes, and billings, cash receipts, and related records to determine that the developer was charged and paid the proper amount of assessments.

(h) Association funds or the control thereof.

(i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

(j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment to the Condominium and in the construction and installation of all mechanical components servicing the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an Officer of the Developer or his or her agent or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of his or her knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction

and installation of the mechanical components serving the Improvements and the Condominium Property.

(k) A list of the names and addresses, of which the Developer has knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the improvements and in the landscaping of the Condominium or Association property.

(l) Insurance policies.

(m) Copies of any Certificates of Occupancy that may have been issued for the Condominium Property.

(n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one year prior to the date the Unit Owners take control of the Association.

(o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

(p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

(q) Leases of the Common Elements and other Leases to which the Association is a party, if applicable.

(r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

(s) All other contracts to which the Association is a party.

5. Powers and Duties.

The Board of Directors shall have the powers and duties granted to it by law, the Declaration, the Act, the Articles, and these Bylaws 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 Bylaws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining the Common Elements.

- (b) Determining the expenses required for the operation of the Condominium and the Association.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
- (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Units and the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Article 13 hereof.
- (e) Maintaining bank accounts on behalf of the Association and designating the signatory or signatories required therefore.
- (f) Purchasing, leasing, or otherwise acquiring Units or other property in the name of the Association or its designee.
- (g) Purchasing Units at foreclosure or other judicial sales, in the name of the Association or its designee.
- (h) Selling, leasing, mortgaging, or otherwise dealing with Units acquired, and subleasing Units leased, by the Association or its designee.
- (i) Organizing corporations for various purposes (e.g., rental programs) and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (j) Obtaining and reviewing insurance for the Condominium Property.
- (k) Making repairs, additions, and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) 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.
- (m) Imposing fines under F.S. 718.303 against appropriate Unit Owners for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents including the Rules and Regulations established by the Association, and applicable laws by the Unit Owners, their occupants, licensees, or invitees.

The Directors may, under F.S. 718.303(3), impose fines against a Unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws by Owners, occupants, licensees, tenants, and invitees.

A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing by being given notice of not less than 14 days. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the Unit Owner listed in the official records of the Association, and as to tenants, to the mailing address for the Unit. The notice shall include:

- (1) A statement of the date, time, and place of the hearing.
- (2) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions or laws that have allegedly been violated.
- (3) A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of other Unit Owners. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect the fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining hearings), at trial, and on appeal. Unit Owners shall be jointly and severally liable for the payment of fines levied against tenants, guests, invitees, or other occupants of a Unit.

(n) Purchasing or leasing Units for use by resident superintendents and other similar persons.

(o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association-owned property, provided, however, that the consent of the Owners of at least a majority of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required. If any sum borrowed by the Board of Directors on behalf of the Condominium under the authority contained in this paragraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as the Owner's interest in his or her Common Elements bears to the interest of all of the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien that the creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit. However, the Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Unit.

(p) Contracting for the management and maintenance of the Condominium Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements 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 Condominium documents and the Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

(q) Adopting budgets and making and collecting special and periodic assessments against Owners to defray the costs of the Association.

(r) Acquiring and conveying Common Elements for the purposes of providing utility easements, right-of-way expansion, or other public purpose whether negotiated or as part of the eminent domain procedure, which authority can be exercised by the Board of Directors without approval of the Unit Owners.

(s) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use (to the extent permitted by the Act).

(t) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws, and the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida not-for-profit corporation.

(u) Imposing a lawful fee in connection with the approval of the transfer, lease, sale, or sublease of Units, not to exceed the maximum amount permitted by law from time to time in any one case.

(v) Contracting with and creating or joining in the creation of special taxing districts, joint councils, and the like.

6. Officers.

6.1 Executive Officers. The Board shall elect a President, Vice President, Secretary, Vice President and as many assistant secretaries and assistant treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other Officer need be a Member of the Board. The same person may hold two offices, the duties of which are not incompatible. The Board may from time to time elect such other officers and designate their powers and duties as the Board may deem necessary properly to manage the affairs of the Association. An Officer may be removed from office by the Board.

6.2 President. The President shall be the Chief Executive Officer of the Association. He or she shall have all of the powers and duties that are usually vested in the office of President

of a Corporation not for profit, including, but not limited, to the power to appoint committees among the Members from time to time as he or she may in his or her discretion determine appropriate, to assist in the conduct of the affairs of the Association. He or she shall have such additional powers as the Board may designate.

6.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of Corporation not for profit and as may be required by the Directors or the President.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. The Secretary shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He or she shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of a Corporation not for profit and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep the assessment rolls and account of the Members and the books for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He or she shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer and as may be required by the Directors or the President. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

6.6 Other. The Board of Directors may create additional offices from time to time and appoint persons to fill such offices, subject to removal at the discretion of the Board.

6.7 Developer Appointees. No Officer appointed by the Directors designated by the Developer may be removed except as provided in Section 4 hereof and by law.

7. Compensation.

Neither Directors nor Officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or Officer as an employee of the Association, nor preclude contracting with a Director or Officer for the management of the Condominium or for any other service to be supplied by such Director or Officer.

8. Resignations.

Any Director or Officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or Officer (other than appointees of the Developer or Officers who were not Unit Owners) shall constitute a written resignation of such Director or Officer.

9. Fiscal Management.

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

9.1 Budget. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in F.S. 718.504(21)), determine the amount of assessments payable by the Unit Owners to meet the expenses of such Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration.

In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting, pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and any other items for which the deferred maintenance expense or replacement cost exceeds \$10,000 or other amount, as provided in the Act, as amended from time to time. The amount of reserves shall be computed by means of a formula, which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. This subsection does not apply to an adopted budget in which the members of an Association have determined, by a majority vote at a duly called meeting of the Association, to provide no reserves or less reserves than required by this subsection. However, prior to turnover of control of an Association by a Developer to Unit Owners other than a Developer pursuant to s. 718.301, the Developer may vote to waive the reserves or reduce the funding of reserves for the first 2 fiscal years of the Association's operation, beginning with the fiscal year in which the initial Declaration is recorded, after which time reserves may be waived or reduced only upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the Association. 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 as 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.

Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to turnover of control of an Association by a Developer to Unit Owners other than the Developer pursuant to Section 718.301, Florida Statutes, the Developer-controlled Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all nondeveloper voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

9.2 Budget meeting. Any meeting at which a proposed annual budget of an Association will be considered by the Board or Unit Owners shall be open to all Unit Owners. At least 14 days prior to such a meeting, the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the official records of the Association.

If a Board adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed 115 percent of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 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 unless the Bylaws require adoption by a greater percentage of 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 115 percent 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, or assessments for betterments to the Condominium Property.

If the Developer controls the Board, assessments shall not exceed 115 percent of assessments for the prior fiscal year unless approved by a majority of all voting interests.

9.3 Assessments; liability; lien and priority; interest; collection. Assessments 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. Nothing in this paragraph shall preclude the right of an Association to accelerate assessments of an Owner delinquent in payment of common expenses. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

(a) A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous Owner the amounts paid by the Owner.

(b) The liability of a first mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

1. The Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

2. One percent of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

(c) The person acquiring title shall pay the amount owed to the Association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments.

(d) For purposes of this subsection, the term "successor or assignee" as used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

(e) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the Unit for which the assessments are made.

(f) Assessments and installments on them which are not paid when due bear interest at the rate of 18 percent per year, from the due date until paid. The Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25 or 5 percent of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by an Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable

attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee shall not be subject to the provisions in chapter 687 or s. 718.303(3).

(g) The Association has a lien on each Condominium parcel to secure the payment of assessments. Except as otherwise provided in subsection (1) and as set forth below, the lien is effective from and shall relate back to the recording of the original Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the condominium parcel is located.

(h) To be valid, a claim of lien must state the description of the Condominium parcel, the name of the record owner, the name and address of the Association, the amount due, and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Association. No such lien shall be effective longer than 1 year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The 1-year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owner or any other person claiming an interest in the parcel. The claim of lien shall secure all unpaid assessments which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien.

(i) By recording a notice in substantially the following form, a Unit Owner or the Unit Owner's agent or attorney may require the association to enforce a recorded claim of lien against his or her condominium parcel:

NOTICE OF CONTEST OF LIEN

TO: (Name and address of Association) You are notified that the undersigned contests the claim of lien filed by you on _____, (year), and recorded in Official Records Book _____ at Page _____, of the public records of _____ County, Florida, and that the time within which you may file suit to enforce your lien is limited to 90 days from the date of service of this notice. Executed this _____ day of _____, (year).

Signed: (Owner or Attorney)

After notice of contest of lien has been recorded, the clerk of the circuit court shall mail a copy of the recorded notice to the Association by certified mail, return receipt requested, at the address shown in the claim of lien or most recent amendment to it and shall certify to the service on the face of the notice. Service is complete upon mailing. After service, the association has 90 days in which to file an action to enforce the lien; and, if the action is not filed within the 90-day period, the lien is void. However, the 90-day period shall be extended for any length of time that the association is prevented from filing its action because of an automatic stay resulting from the

filing of a bankruptcy petition by the unit owner or by any other person claiming an interest in the parcel.

(j) The Association may bring an action in its name to foreclose a lien for assessments in the manner 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. The association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments.

(k) No foreclosure judgment may be entered until at least 30 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 30 days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of 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 or registered 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 attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a notice of contest of lien as provided in the subsection herein. The notice requirements of this subsection do not apply if an action to foreclose a mortgage on the condominium 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.

(l) If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action.

(m) The Association has the power to purchase the Condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

(n) A first mortgagee acquiring title to a Condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

(o) Within 15 days after receiving a written request therefore from a Unit Owner purchaser, or mortgagee, the Association shall provide a certificate signed by an officer or agent of the Association stating all assessments and other moneys owed to the Association by the Unit Owner with respect to the Condominium parcel. Any person other than the Owner who relies upon such certificate shall be protected thereby. A summary proceeding pursuant to s. 51.011 may be brought to compel compliance with this subsection, and in any such action the prevailing party is entitled to recover reasonable attorney's fees.

(p) All funds collected by an 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. A manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, or an agent, employee, officer or director of an Association, shall not commingle any Association funds with his or her funds or with the funds of any other condominium association. All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association shall not be commingled unless combined for investments purposes. This subsection is not meant to prohibit prudent investment of Association funds even if combined with operating or other reserve funds of the same Association, but such funds must be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account. No manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, and no agent, employee, officer or director of a condominium association shall commingle any Association funds with his or her funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statute.

10. Roster of Unit Owners.

Each Unit Owner shall file with the Association a copy of the recorded deed or other document showing his or her ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at the meeting unless prior to the meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of the meeting.

11. Parliamentary Rules.

ROBERT'S RULES OF ORDER (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles, these Bylaws, or the Laws of the State of Florida.

12. Amendments to Bylaws.

Except as provided otherwise in the Declaration, these Bylaws may be amended in the following manner:

a) Amendments to these Bylaws may be proposed by the Board, acting upon vote of a majority of the Member or Members of the Association owning a majority of the Units in the Condominium whether meeting at a Members meeting or by instruments in writing signed by them.

b) Upon any amendment or amendments to these Bylaws being proposed by the Members of the Association, such proposed amendment shall be transmitted to the President of the Association, or acting Chief Executive Officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty days and not later than sixty days from receipt by such officer of the proposed amendment, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

c) In order for such amendment to become effective, the same must be approved by an affirmative vote of the Owners of Units to which not less than sixty seven percent of the common elements are appurtenant, and a copy of such amendment to these Bylaws shall be transcribed, certified by President and Secretary of the Association and a copy thereof shall be incorporated into an Amendment of the Declaration and recorded in the Public Records of Pinellas County, Florida within thirty days from the date of which amendment have been affirmatively approved by the Members.

d) No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw _____ for present text."

e) Nonmaterial errors or omissions in the Bylaw process will not invalidate an otherwise properly promulgated amendment.

13. Rules and Regulations.

The Board of Directors may from time to time adopt, amend, modify, or add to Rules and Regulations concerning the use of the Condominium Property except that subsequent to the date control of the Association is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such adoption, amendments, modifications, or addition. Any such Rule adoption, modification, amendment, or addition need not be recorded in the Public Records of Pinellas County to be effective; however, copies of such adopted, modified, amended, or additional Rules and Regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than 10 days prior to the effective date thereof. At no time may any Rule or Regulation be adopted that would prejudice the rights reserved to the Developer.

14. Construction.

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders.

15. Captions.

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

16. Official Records.

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

(a) The plans, permits, warranties, and other items provided by the Developer under F.S. 718.301(4).

(b) A photocopy of the recorded Declaration of Condominium and all amendments thereto.

(c) A photocopy of the recorded Bylaws of the Association and all amendments thereto.

(d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto.

(e) A copy of the current Rules and Regulations of the Association.

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

(g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers.

(h) All current insurance policies of the Association and the Condominium.

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

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

(k) Accounting records for the Association and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven years. The accounting records shall include, but not be limited to:

1. Accurate, itemized, and detailed records for all receipts and expenditures.

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

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

4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year.

(l) Ballots, sign-in sheets, voting proxies, and all other papers relating to elections, which shall be maintained for a period of one year from the date of the meeting to which the document relates.

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

(n) A copy of the current question and answer sheet as described in F.S. 718.504.

(o) All other records of the Association not specifically included in the following which are related to the operation of the Association.

The official records of the Association shall be maintained within the state of Florida or at such other place as may be permitted by the Act.

The official records of the Association are open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying. The records of the Association shall be made available to a Unit Owner within 5 working days after receipt of written request by the Board or its designee. The failure of an Association to provide the records within 10 working days after receipt of a written request shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph.

A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this paragraph. The minimum damages shall be \$50 per calendar day up to 10 days, the calculation to begin on the 11th working day after receipt of the written request. The failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, Bylaws, and Rules, and all amendments to each of the foregoing, as well as the question and answer sheet provided for in Section 718.504 Florida Statute and year-end financial information required in this section on the Condominium Property to ensure their availability to Unit Owners and prospective

purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same. Notwithstanding the provisions of this paragraph, the following records shall not be accessible to Unit Owners:

(a) Any record protected by the lawyer-client privilege as described in Section 90.502 Florida Statute, and any record protected by the work-product privilege, including any record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

(b) Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a Unit.

(c) Medical records of Unit Owners.

The Association shall prepare a question and answer sheet as described in s. 718.504, and shall update it annually.

The Association or its authorized agent shall not be required to provide a prospective purchaser or lien holder with information about the Association other than the information or documents required by this chapter to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lien holder, or the current Unit Owner for its time in providing good-faith responses to requests for information by or on behalf of a prospective purchaser or lien holder, other than that required by law, provided that such fee shall not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's response.

17. Mandatory Nonbinding Arbitration of Disputes.

17.1 The term "dispute" means any disagreement between two or more parties that involves:

(a) The authority of the board of directors, under this chapter or association document to:

1. Require any owner to take any action, or not to take any action, involving that owner's Unit or the appurtenances thereto.

2. Alter or add to a common area or element.

(b) The failure of a governing body, when required by this chapter or an association document, to:

1. Properly conduct elections.
2. Give adequate notice of meetings or other actions.
3. Properly conduct meetings.
4. Allow inspection of books and records.

"Dispute" does not include any disagreement that primarily involves: title to any unit or common element; the interpretation or enforcement of any warranty; the levy of a fee or assessment, or the collection of an assessment levied against a party; the eviction or other removal of a tenant from a unit; alleged breaches of fiduciary duty by one or more directors; or claims for damages to a unit based upon the alleged failure of the Association to maintain the common elements or condominium property.

Prior to the institution of court litigation, a party to a dispute shall petition the division for nonbinding arbitration. The petition must be accompanied by a filing fee in the amount of \$50. Filing fees collected under this section must be used to defray the expenses of the alternative dispute resolution program.

The petition requirements and the procedures to be followed by the parties shall be the same as recited in Section 718.1255 of the Florida Statutes.

18. Certificate of Compliance

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Condominium Units to the applicable Fire and Life Safety Code. Notwithstanding the provisions of Chapter 633 or of any other code, statute, ordinance, administrative rule, or regulation, or any interpretation of the foregoing, an Association, Condominium, or Unit Owner is not obligated to retrofit the common elements or Units of a residential Condominium with a fire sprinkler system or other engineered life safety system in a building that has been certified for occupancy the applicable governmental entity, if the Unit Owners have voted to forego such retrofitting and engineered life safety system by the affirmative vote of two-thirds of all voting interests in the affected condominium. However, a Condominium Association may not vote to forego the retrofitting with a fire sprinkler system of Common Areas in a high-rise building. For purposes of this subsection, the term, "high-rise building" means a building that is greater than 75 feet in height where the building height is measured from the lowest level of fire department access to the floor of the highest occupied story. For purposes of this subsection, the term, "common areas" means any enclosed hallway corridor, lobby, stairwell, or entryway. In no event shall the local authority having jurisdiction require completion of retrofitting of common areas with a sprinkler system before the end of 2014.

A vote to forego retrofitting may not be obtained by general proxy or limited proxy, but shall be obtained by a vote personally cast at a duly called membership meeting, or by execution of a written consent by the Member, and shall be effective upon the recording of a certificate

attesting to such vote in the Public Records of the county where the Condominium is located. The Association shall provide each Unit Owner written notice of the vote to forego retrofitting of the required fire sprinkler system, in at least 16 point bold type, by certified mail, within 20 days after the Association's vote. After such notice is provided to each Owner, a copy of such notice shall be provided by the current Owner to a new Owner prior to closing and shall be provided by a Unit Owner to a renter prior to signing a lease.

As part of the information collected annually from Condominium, the Association shall record a certificate under the subsection and if retrofitting has been undertaken, the per Unit cost of such work the Division of Condominium when requested by said Division.

19. Financial Reporting

The Association shall comply with the financial reporting requirements of Florida Statutes 718.111(13).

20. Board Response to Unit Owner

When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Unit Owner within 30 days of 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 of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 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's fees and costs in any subsequent litigation, administrative proceeding or arbitration arising out of the inquiry. The Association may through its Board of Directors adopt reasonable rules and regulations 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.

21. Common elements; limited power to convey.

The Association has a limited power to convey a portion of the common elements to a Condominium 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.

22. Petition to Ombudsman:

Fifteen percent of the total voting interests in a Condominium Association, or six Unit owners, whichever is greater, may petition the ombudsman to appoint an election monitor to attend the annual meeting of the Unit owners and conduct the election of directors. The ombudsman shall appoint a division employee, a person or persons specializing in condominium

election monitoring, or an attorney licensed to practice in this state as the election monitor. All costs associated with the election monitoring process shall be paid by the Association.

23. Miscellaneous.

The following is the procedure for a hearing for all Unit Owners before the Association may levy a fine against an Owner of a Unit or it's occupant, licensee or invitee for failure to abide by any provision of the Declaration, the Association, Bylaws or rules of the Association, the Association must allow the following:

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of Unit Owners after reasonable notice of not less than fourteen (14) days and said notice shall include:

- a) A statement if the date, time and place of hearing.
- b) A statement of the provision of the Declaration, Association, Bylaws or Association Rules which allegedly have violated; and
- c) A short and plain statement of the matters asserted by the Association.
- d) The party against whom the fine may be levied shall have an opportunity to respond, to evidence and to provide written and oral argument on all issues involved and shall have an opportunity to at the hearing to review, challenge and respond to any material considered by the Association.

If the Committee does not agree with the fine, the fine will not be imposed.

All provisions of Florida Statute Section 718.112(2)(a) through (m), are deemed to be included in these By-Laws.

The foregoing was adopted as the Bylaws of Brittany's Place Condominium Association, Inc., a corporation not for profit under the laws of the state of Florida, on March 29, 2006.

BY: _____
Print Name: Jonny Santana
Its President

ATTEST: _____
Print Name: Joel Campo
Its Secretary