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**BY-LAWS**  
**OF**  
**BLOSSOM PARK VILLAS CONDOMINIUM ASSOCIATION, INC.**

1. **Identity.** These are the By-laws of BLOSSOM PARK VILLAS CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose set forth in its Articles of Incorporation.
  - 1.1 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
  - 1.2 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation. Notwithstanding, this provision shall not be construed to require that a corporate seal be utilized except where otherwise expressly required by Florida law.
2. **Definitions.** For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Condominium of Blossom Park Villas, a Condominium, ("Declaration") unless herein provided to the contrary, or unless the context otherwise requires.
3. **Members.**
  - 3.1 **Annual Meeting.** The annual members' meeting shall be held on the date, at the place and also 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 thirteen (13) 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.
  - 3.2 **Special Meetings.** Special members' meeting 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

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President or Secretary upon receipt of a written request from thirty (30%) percent 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. Special meetings may also be called by Unit Owners for the express purposes provided in the Act, including, but not limited to, the following: (i) a special meeting of the Unit Owners for the purposes of recalling a member or members of the Board of Directors, in accordance with Section 718.112(2)(l) of the Act; and (ii) such special meetings of the Unit Owners as set forth in Section 4.3 and Article 10 of these By-Laws.

3.3 Notice of Meeting; Waiver of Notice.

- (a) Electronic transmission means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples include, without limitation, facsimile transmission of images, and text that is sent via electronic mail between computers. In all situations where notice is given to either the Association or to Unit Owners delivery of such notice shall be deemed to include delivery by electronic transmission, except that electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part of a recall of Board Members.
- (b) 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 fourteen (14) continuous days prior to the date of the annual meeting. The notice of the annual meeting shall also be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. 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 fourteen (14) days, nor more than sixty (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.

In lieu of or in addition to the physical posting of notice of any meeting of the board of administration or the Unit Owners on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television serving the Condominium

Association. The notice and the agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Notice of specific meeting 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/her (or his/her authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business at that meeting.

An office of the Association, the Manager or other person providing notice of the 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 notices of the Association meeting were mailed or hand delivered in accordance with this Section and Section 718.112(2)(d)2 of the Act, to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

Notwithstanding anything to the contrary contained herein, if a scheduled meeting is for the purpose of electing a member or members of the Board of Directors of the Association, the Association shall, not less than 60 days before the scheduled elections, mail or deliver to each owner entitled to vote, a first notice of the date of the election, and the Association shall also mail or deliver a second notice of the date of the election not less than 14 days prior to the election.

3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to cast in excess of 30% of the votes of members entitled to vote.

3.5 Voting.

(a) Number of Votes. The Owners of Units shall be entitled to cast one vote for each unit. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the voting interests ("Voting Interests") present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws.

- (c) Voting Member. An Owner or Owners of a single Unit, shall collectively be entitled to one (1) vote which vote shall be cast by the Voting Member. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or the Vice-President and attested by the Secretary or the Assistant Secretary of the said corporation, and filed with the Secretary of the Association. If a Unit is owned by a partnership, it shall designate a general partner or other partner entitled to cast the Unit's vote by executing a certificate to be filed with the Secretary of the Association, signed by a General Partner. If a Unit is owned by a limited liability company, it shall designate a member entitled to cast the Unit's vote by executing a certificate to be filed with the Association, signed by the Managing Member. The person designated in any such certificate shall be known as the Voting Member and such person need not be a Unit Owner. If, for a Unit owned by more than one person, by a corporation or a partnership, such certificate is not on file with the Secretary of the Association, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Unit, except if said Unit is owned jointly by a husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit. If a Unit is owned jointly by a husband and wife, the following provisions are applicable: (a) They may, but they shall not be required to, designate a Voting Member; (b) if they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in the decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting; (c) Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Unit's vote.

- 3.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. All proxies must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person

executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary of the Association before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit owners. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of Board members, either in general elections or elections to fill vacancies caused by resignation, or otherwise.

Except as specifically otherwise provided, Unit Owners may not vote by general proxy, but may vote by limited proxies in the form and manner adopted from time to time by the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"). Limited proxies and general proxies may be used to establish a quorum. Limited proxies must be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirement other than the financial report for the preceding fiscal year and any other financial reporting requirements under Section 718.111(13) of the Act; for votes taken to amend the Condominium documents; and any other matter for which Chapter 718, Florida Statutes requires or permits a vote of the Unit Owners. No proxy, limited or general, may be used in the election of Board Members provided, however, that Unit Owners other than the Developer may vote in person or by limited proxy, to fill a vacancy on the board caused by recall of a board member elected by Unit Owners other than the Developer. 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.

- 3.7 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.
- 3.8 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) Ballots not yet cast shall be collected;
  - (b) Call to order by President;

- (c) Appointment by the President of a chairman of the meeting (who need be a member or a director);
- (d) Appointment of inspectors of election;
- (e) Counting of ballots for Election of Directors;
- (f) Proof of notice of the meeting or waiver of notice;
- (g) Reading of minutes;
- (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 chairman.

- 3.9 Minutes of Meeting. The minutes of all meeting of Unit Owners shall be kept in a book, or other alternate media as may be allowed by law, available for inspection by Unit Owners or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 3.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the 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 ten (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. During Developer control, however, no notice is required to take action without a meeting.
- 3.11 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall

have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit a Unit Owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting may do so, provided that the Unit Owners has filed a written request with the Secretary of the Association not less than 24 hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

- (a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions.
- (b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.
- (c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and
- (d) At least 24 hours prior to the scheduled time for announcement of the meeting, written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

4. Directors.

- 4.1 Membership. The affairs of the Association shall be governed by a Board of three (3) directors, except as provided herein, from time to time upon majority vote of the membership, provided, however, that the number of Directors shall always be an odd number. A membership vote to change the number of directors shall be taken at a Special Membership meeting to be called for that purpose, said meeting to be held at least ninety (90) days prior to the Annual Meeting at which said change in the number of directors is to take effect. Directors must be natural persons who are 18 years of age or older. Any 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 (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is or was ineligible for Board meetings due to having been convicted of a felony). Directors may not vote

at Board meeting by proxy or by secret ballot. Directors must be Members of the Association, provided, however, for any Unit owned by a business entity or trust, officer, director, shareholder, manager, member, partner, or any other designee of the business entity or any trustee of the trust shall also be qualified to serve as a Director.

4.2 Election of Directors. Election of directors shall be conducted in the following manner:

- (a) Election of directors shall be held at the annual Members' meeting.
- (b) The Board of Directors shall be elected by written ballot, voting machine or via any electronic voting method that complies with Chapter 718, *Florida Statutes*. Proxies shall not be used in the election of the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise unless so provided by law. 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 Florida Statute Section 718.303. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible votes must cast a ballot in order to have a valid election of members of the Board of Directors.
- (c) Written notice of the scheduled election shall be mailed to each Member at his last known address as it appears on the books of the Association. The first notice of the date of the election shall be mailed to each Member not less than sixty (60) days before the scheduled election. The first notice must contain the name and correct mailing address of the Association.
- (d) Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days before the scheduled election. Written notice shall be effective when received by the Association.
- (e) Upon the timely request of the candidate as set forth in this subparagraph, the Association shall include, with the second notice of election described in paragraph F below, a copy of an information sheet which may describe the candidate's background, education and qualifications as well as any other factors deemed relevant by the candidate. The information sheet shall not exceed one side of a sheet which shall be no larger than eight and one-half (8-½) by eleven (11) inches. Any candidate desiring the Association to mail or personally deliver copies of an information sheet to the eligible voters must furnish the information sheet to the Association not less than



35 days before the election. If this deadline is not complied with then the Association shall not include in the second mailing any information sheet for that candidate. The Association shall not edit, alter or otherwise modify the content of the information sheet. The original copy provided by the candidate shall become part of the official records of the Association.

- (f) Not less than fourteen (14) days before the scheduled election, the Association shall mail or deliver to the eligible voters at the addresses listed in the official records of the Association a second notice of the election, together with a ballot and any information sheets timely submitted by the candidates. Each Unit shall receive one (1) ballot. The second notice and accompanying documents shall not contain any communication by the Board with endorses, disapproves or otherwise comments on any candidate. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter and the Unit or Unit numbers being voted and shall contain a signature space for the voter. Once the ballot is completed, the voter shall place the completed ballot in the inner smaller envelope and seal that envelope. The inner envelope shall then be placed with the larger outer envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person is entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for his signature. The outer envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed.
- (g) The written ballot shall indicate in alphabetical order by surname, each and every Unit Owner or other eligible person who desires to be a candidate for the Board and who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. No ballot shall indicate which candidates are incumbents on the Board. No write-in candidates shall be permitted. No ballot shall contain a section providing for the signature of a voter. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner hereinafter provided and in accordance with the Florida Condominiums Act.
- (h) Any envelopes containing ballots not prevalidated as provided in subsection 4.2(i) below shall be collected by the Association and shall be transported

to the location of the election. Either the Board or persons appointed by the Board shall validate and process the ballots. The Association shall have available additional blank ballots at the meeting for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in subsection 4.2(f) hereof. At the meeting, as the first order of business, ballots not yet cast shall be collected. Next, the signatures and Unit identifications on the outer envelopes shall be checked against the list of qualified voters, unless previously verified as set forth in subsection 4.2(i) below. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. Then, in the presence of any Unit Owners in attendance, and regardless of whether a quorum is present, all inner envelopes shall be first removed from the outer envelopes and shall be placed in a receptacle. Upon the commencement of the opening of the outer envelopes, the polls shall be closed, and no more ballots shall be accepted. Inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of any Unit Owners. Any inner envelopes containing more than one ballot shall be marked "disregarded" and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not, shall be retained as part of the official records of the Association. Board members whose term expire and who are not reelected shall relinquish their Board positions, and those positions shall be assumed by the duly elected Board members.

- (i) The Association may verify outer envelope information in advance of the meeting by following the procedure set forth in Florida Statutes Section 718.112(2)(d)(3) and Rule 61B-23.001, Florida Administrative Code.
- (j) The Board shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the Board. However, the Board may create or appoint a search committee which shall not have the authority to nominate any candidate, but may encourage qualified persons to become candidates for the Board.
- (k) The provisions of this subsection 4.2(B) through 4.2(J), inclusive, are in accordance with Florida Statutes Section 718.112(2)(d)(3) and Rule 61B-23.0021, Florida Administrative Code. In the event such statute or rule is repealed, the Board shall determine the procedure for elections of directors. In the event said statute or rule is amended, these By-laws shall be deemed automatically amended to comply with any such changes.

- (l) The provision of this subsection 4.2 may be amended by an affirmative vote of a majority of the total Voting Interest to provide for different voting and election procedures.
- (m) Notwithstanding anything contained herein to the contrary, an election is not necessary to fill any vacancy of the Board unless there are two (2) or more eligible candidates for that vacancy. In such case, not later than the date of the scheduled election, the Association shall call and hold a meeting of the membership to announce the names of the new Board members, or shall notify the Unit Owners that one or more Board Member positions remain unfilled, as appropriate under the circumstances. In the alternative, the announcement may be made at the annual meeting.
- (n) In accordance with Florida Statutes 718.112(2)(j), at any time after a majority of the Board is elected by Members other than the Developer of the Condominium, and any duly convened regular or special meeting of Members at which a quorum is present, any one or more of the directors may be removed, with or without cause, by the affirmative vote of Voting Members casting not less than a majority of the total Voting Interests of the Association. If less than a majority of the existing Board is recalled at the meeting, no election of replacement Board members shall be conducted at the Unit Owner meeting as the existing Board may, in its discretion, fill these vacancies, subject to the provisions of Section 718.301, Florida Statutes, and applicable rules of the Florida Administrative Code, by the affirmative vote of the remaining Board members. In the alternative, if less than a majority of the existing board is recalled at the Unit Owner meeting, the Board may call and conduct an election which meets the requirements of Section 718.112(2)(d), Florida Statutes, and rule 61B-23.0021, Florida Administrative code to fill a vacancy or vacancies. In the event a majority or more of the existing Board is recalled at the meeting, an election governed by the provisions of Section 718.301, Florida Statutes, and Rules 61B-23.003 and 61B-23.0026, Florida Administrative Code, shall be conducted at the recall meeting to fill vacancies on the board occurring as a result of recall. The Voting Interests may vote in person or by limited proxy to elect replacement board members in an amount equal to the number of recalled Board members.
- (o) If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election

held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.

- (p) Any director may resign at any time by sending a written notice of such resignation to the office of the Association, addressed to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of any newly elected Board, more than three (3) consecutive absences from any board meeting by any Director shall give the remaining Directors the right but not the obligation to remove the Director from the board by a majority vote of the board. The transfer by a director of title to his Unit shall, effective as of the date of title transfer, automatically constitute a resignation from the Board.
- (q) Until a majority of the directors are elected by the Members other than the Developer, however, 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 by the Developer.

#### 4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in 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 directorship to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Developer without the necessity of any meeting.
- (b) Any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the votes of all the voting interest at a special meeting of members called for that purpose, which meeting may be called by ten (10%) percent 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 interest 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 (5) 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 (5) 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 Florida Statutes Chapter 48 and the Florida Rules of Civil Procedure. The Board of Directors shall duly notice and hold a meeting of the Board within five (5) 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 of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days and any 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 (5) full business days after the meeting, file with the Division a petition for non-binding arbitration pursuant to the procedures in Florida Statutes Section 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 pursuant to Florida Statutes Section 718.501. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession with five (5) full business days of the effective date of the recall.

If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) 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.

- (c) 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. (See, subsection 4.16 below).
- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-laws, 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 thirty (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(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), 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 Director, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

4.4 Term. Vacancies on the Board caused by the expiration of a director's term shall be filled by electing new Board members. The term of each director's service shall be two (2) years and shall extend until the next annual meeting of the Members at the end of that two (2) year term and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided, and provided that the first Board shall serve in accordance with subsection 4.16 hereinafter.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (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, and shall be noticed as provided in Section 4.7, or without further notice if so permitted by law.

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, email (provided the Director consents to notice via email) or any other electronic means that the Director consents to and shall be transmitted at least forty-eight (48) hours prior to the meeting. Regular meeting 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 forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of any 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 (1/3) 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 forty-eight (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 forty-eight (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 non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting.

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 said Director of notice. Attendance by any Director at a meeting, except when his 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 said 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 of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles of these By-Laws.

Meeting 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. Unit Owners shall have the right to tape record or videotape the meetings of the Board of Administration, subject to the provisions of Subsection 3.11 herein and reasonable rules adopted by the Board.

- 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 or as a vote for or against the action taken at the meeting. A board member may attend a meeting by telephone conference, video conference or web meeting and in such event, his or her presence by telephone conference, videoconference or web meeting may be counted toward obtaining a quorum, and (s)he may vote by telephone, videoconference or web meeting.

A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless that Director votes against such action or abstains from voting in respect thereto, because of an asserted conflict of interest. A vote or abstention for each Director present shall be recorded in the minutes.

- 4.12. Presiding Officer. The presiding officer at the Directors' meeting 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) Election of Chairman;



- (b) Roll Call
- (c) Proof of due notice of meeting;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers and committees;
- (f) Election of officers;
- (g) Unfinished business;
- (h) New business;
- (i) 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, or other alternate media as allowable by law, 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 (7) years.

4.15 Committees. The Board may by resolution create committees and appoint persons to such committees and vest in such committees such powers and responsibilities, as the Board shall deem advisable, but in no event shall delegate their fiduciary duties and obligations.

Meeting 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 forty-eight (48) continuous hours preceding the meeting, except in an emergency.

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 By-Laws necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board 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 reasonable 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 Section 14 hereof.
- (e) Maintaining bank accounts on behalf of the Association and designating the signatory or signatories required therefor.
- (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 names 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 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) Levying reasonable fines against appropriate Unit Owners for violation by the Unit Owner(s), their occupants, licensee, or invitee of the Declaration, these By-Laws or the rules and regulations established by the Association. No fine shall exceed the highest amount permitted under the Act (as it may be amended from time to time), however a fine may be levied on the basis of each day of a continuing violation, provided that the maximum fine shall not exceed the aggregate maximum permitted under the Act (as it may be amended from time to time). No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine shall become a lien upon a Unit, unless permitted by the Act (as it may be amended from time to time).
- (n) Purchasing or leasing Units for use by resident licensed manager 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 for the acquisition of property. However, prior to the conveyance, leasing or mortgaging of any Common Elements or other Association property, seventy-five (75%) percent of the total voting interest must first approve the transaction.
- (p) If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all of the Unit Owners in the common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit; provided always, 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.
- (q) 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 replacements 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.

- (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 By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- (u) Imposing a reasonable fee in connection with the review and/or approval of the transfer, lease, sale or sublease of Units, and the delivery of any estoppel certificate requested in connection with such transaction, 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 initial executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, all of whom shall be elected by the Board of Directors (which may create and fill other offices as provided herein) and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 6.2 President. The President shall be chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president or an association.
- 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 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 an association 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. He/she shall attend to the giving of all notices to the members and Directors and other notices required by law. He/she shall have custody of the seal of the Association and shall affix it to the instruments requiring the seal when duly signed. He/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 an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds securities and evidences and indebtedness. He/she shall keep books of account 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/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 monies 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 Director may create additional offices from time to time and appoint persons to fill such offices, subject to removal at the discretion of the Board who need not be Directors not Unit Owners.
- 6.7 Developer Appointees. No officer appointed by the Directors designated by the Developer may be removed except as provided in Section 4.16 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. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
8. Fiduciary Duty. The officers and directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, director or manager shall solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, director or manager who knowingly so solicits, offers to

accept or accepts any thing or service of value shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.

9. Resignations. Any Director or officer may resign his 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.
10. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:
  - 10.1 Budget.
    - (a) Adoption by Board: Items. 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 Section 718.504(21) of the Act, if applicable), 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 and pavement resurfacing and for any other items for which the deferred maintenance expense or replacement cost exceeds \$10,000.00 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 costs 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. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of the Association, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve

expenditures unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners, and the 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.
- (ii) Special Membership Meeting. If the Board adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed on hundred fifteen percent (115%) 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 twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.
- (iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.

- (b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 10.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

10.2 Assessments. Assessments against unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the Amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 10.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

10.3 Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for common expenses, as determined by the Board of Directors, shall be set forth in a written notice of the assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the time and in the manner that the Board may require in the notice of the assessment. The funds collected under a special assessment shall be used only for the specific purpose or purposes set forth in the notice, or returned to the Unit Owners. Excess funds may be used to reduce the next year's annual assessments. On completion of the specific purpose or purposes, however, any excess funds shall be considered common surplus.



- 10.4 Late Assessments. Assessments not paid within ten (10) days from the date due shall bear interest from the date when due until paid at the then highest rate allowed by law. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy an administrative fee, in such amount as the Board may determine from time to time; provided, however, that such late charge shall not exceed the maximum amount allowed under the Act (as it may be amended from time to time).
- 10.5 Depository. The depository of the Association shall be such bank or banks or financial institution(s) in the State of Florida federally regulated and insured as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise shall be maintained separately for each Condominium, in the Association's name. Reserve and operating funds of the Association shall not be commingled. The Association shall maintain separate accounting records for the Association and for each Condominium operated by the Association. No manager or business entity required to be licensed or registered under Florida Statute 468.432, and no agent, employee, officer or director of the Association shall commingle Association funds with his, her, its or another association's or entity's funds.
- 10.6 Acceleration of Installments Upon Default. As an additional right and remedy of the Association, if a Unit Owner shall be in default in the payment of an installment of his Assessments after thirty (30) days' prior written notice to the applicable unit Owners, the Board of Directors or its agent may accelerate the Assessments due for the remainder of the quarter (if the Assessments are made by monthly installments) and thereafter, if a claim of lien has been filed, the Assessments shall be accelerated for the balance of the budget year. The unpaid balance of the Assessments for the balance of the accelerated period shall be due and payable on the date the claim of lien is filed.
- 10.7 Enforcement of Assessments. In the event an assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said assessments from the delinquent Unit Owner in any manner provided for by the Act, the Declaration of Condominium and these By-Laws. Each Unit Owner shall be individually responsible for the payment of assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and enforcement of any lien held by the Association.

10.8 Fidelity Insurance and Fidelity Bonds. Fidelity insurance or bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the formula set forth in the Act, or such greater amount as may be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

10.9 Financial Statements. The Board shall cause to be prepared financial statements either compiled, reviewed or audited, or a report of cash receipts and expenditures in lieu of financial statements, in accordance with Florida Statutes Section 718.111(13), as amended from time to time, and the rules promulgated thereto. Said financial statements or a report of cash receipts and expenditures shall, within ninety (90) days after the end of the fiscal year, be prepared and completed by the Association, or contracted for the preparation and completion of by the Association. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year or other date as provided in these by-laws, the Association shall mail to each Unit Owner at the address last furnished to the Association by the unit Owners, or hand deliver to each Unit Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the unit Owner. The financial statements shall be based upon the Association's total annual revenues, as follows:

1. An association with total annual revenues of \$500,000 or more shall prepare audited financial statements.

If approved by a majority of the voting interest present at a properly called meeting of the Association, the Association may prepare or cause to be prepared:

1. A report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement.

Such meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which the vote is taken. With respect to the Association when the Developer has not turned over control of the Association, all United Owners, including the Developer, may vote on issues related to the preparation of financial reports for the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the Declaration is recorded. Thereafter, all Unit owners except the Developer may vote on such issues until control is turned over to the Association by the Developer.

10.10 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by

similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the names and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

No later than April 1 of the year following the end of a fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months (i.e., the last completed fiscal year), or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- a. Cost for security;
- b. Professional and management fees and expenses;
- c. Taxes;
- d. Cost for recreation facilities;
- e. Expenses for refuse collection and utility services;
- f. Expenses for landscaping;
- g. Costs for building maintenance and repair;
- h. Insurance costs;
- i. Administrative and salary expenses, and
- j. Reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts.

10.11 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

10.12 Notice of Meetings. Notice of any meeting where 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.

11. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the recorded deed or other document showing his 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 such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

The Association shall also maintain the electronic mailing addresses and numbers designated by Unit Owners for receiving notice sent by electronic transmission of those Unit Owners consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Unit Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

12. 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 or these By-Laws.

13. Amendments. These Bylaws shall be originally adopted by a majority vote of the Board. Thereafter and except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

- 13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting of the membership at which a proposed amendment is to be considered.

- 13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Voting Interests of the Association. Any proposed amendment to these By-Laws must be made by ballot or by limited proxy, delivered to the Secretary of the Association at or prior to the meeting. The approval must be:

(a) by not less than a majority of the entire Board of Directors and by not less than sixty-six and two-thirds percent (66-2/3%) of all of the Voting Interests of the Association; or

(b) by not less than seventy-five (75%) percent of the votes of all Voting Interest of the Association.

- 13.3 No By-law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-laws shall contain the full text of the By-laws 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 By-laws. See By-law...for present text". Nonmaterial errors or omissions in the By-law process shall not invalidate any otherwise properly promulgated amendment.

13.4 Proviso. No amendment shall be made that is in conflict with the Articles or Declaration.

13.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.

14. Rules and Regulations. Attached hereto as Schedule A and made a part hereof are initial rules and regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, amend, modify or add to such rules and regulations, except that subsequent to the date control of the Board 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 amendments, modifications, or addition. Any such modification, amendment or addition need not be recorded in the Public Records of Osceola County, Florida in order to be effective, however, copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than ten (10) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

15. Replacement of Developer-Appointed Director. In the event that Developer, in accordance with the privileges reserved herein selects any person to serve on the Board, Developer shall have the absolute right, at any time, in its sole discretion, to replace such person with another person to serve on the Board. Replacement of any director designated by Developer shall be made by written instrument delivered to any officer, which instrument shall specify the name of the person designated as successor director. The removal of any director and designation of his successor shall become effective immediately upon delivery of such written instrument by Developer to any officer.

16. Compliance and Default.

16.1 Violations. In the event of a violation (other than the non-payment of an assessment) by a Unit Owner of any of the provisions of the Declaration, the By-laws, or the Act, the Association, by direction of its Board, shall notify the Unit Owner of said breach by written notice, transmitted to the Unit Owner at his unit

by certified mail. If such violation shall continue for a period of twenty (20) days from the date of mailing of the notice, the Association shall have the right to treat such violation as an intentional, material breach of the Declaration, By-laws, or the Act, and the Association shall then, at its option, have the following elections:

- (a) With regard to any dispute within the scope of Section 718.1255, *Florida Statutes*, to file with the Department of Business and Professional Regulation for non-binding arbitration.
- (b) With regard to any dispute within the scope of Section 718.1255, *Florida Statutes*, to file a lawsuit with any Court of competent jurisdiction provided that the pre-suit mediation requirements of Section 720.311, *Florida Statutes* are first complied with. This section does not apply to election and recall disputes.
- (c) With regard to any matter not subject to the requirements of Section 718.1255, *Florida Statutes*, to commence an action in equity, including for declaratory and/or injunctive relief, to enforce performance on the part of the Unit Owner; or
- (d) With regard to any matter not subject to the requirements of Section 718.1255, *Florida Statutes*, to commence an action at law to recover its damages; or
- (e) To fine the unit Owner, as set forth in Section 16.5 hereof.

Upon finding by a court that the Unit Owner was in violation of any of the provisions of the above mentioned documents, the unit Owner shall reimburse the Association for its reasonable attorney's fees incurred in bringing such action. Failure on the part of the Association to commence an action at law or in equity within sixty (60) days from the date of receipt of a written request, signed by a Unit Owner, sent to the Board, shall authorize any Unit Owner to bring an action in equity or suit at law relating to the alleged violation, in the manner provided for by the Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected by the Association immediately as an emergency matter.

- 16.2 Negligence or Carelessness of an Owner. Each Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees, or lessees. Such liability shall include misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its rights or subrogation. The costs of any maintenance,

repair or replacement performed pursuant to this section shall be charged to said Unit Owner as a specific item.

- 16.3 Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court, through and including the appellate level.
- 16.4 No Waiver of Rights. The Failure of the Association or an Unit Owner to enforce any right, provisions, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.
- 16.5 Fines. In addition to all other remedies of the Association, in the sole discretion of the Board of Directors a fine or fines may be imposed by the Association upon a Unit Owner and/or occupant for failure of a Unit Owner, his family, guests, tenants, invitees or occupants to comply with the Declaration, By-Laws, Articles and Rules and Regulations of the Association, all as amended from time, pursuant to the following procedure:
- (a) The Association shall send a written notice to the Unit Owner or the person against whom the fine is sought affording an opportunity for hearing at a time and place of the Association's choosing, but not less than fourteen (14) days from the date of said notice. Said notice shall contain:
    - (i) A statement of the date, time and place of the hearing;
    - (ii) A statement of the provisions of the Declaration, By-Laws, Articles or Rules and Regulations which have allegedly been violated; and
    - (iii) A short and plain statement of the matters asserted by the Association.Said notice shall be sent by first class mail to the address of the Unit Owner on file with the Association and shall be effective upon mailing. As the Unit Owner is responsible for himself, his family, guests, invitees, lessee's and occupants, the Unit Owner shall be responsible to pay any and all fines assessed without prejudice to the right of the Unit Owner to recover from the actual violator the amounts paid by the Unit Owner.
  - (b) At the hearing, the Unit Owner, or his agent, including the occupant, invitee, lessee or guest of his Unit, 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.

- (c) 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.
- (d) Within fourteen (14) days after said hearing, the Association shall render a written decision containing findings of fact and the reasons for its decisions, together with the amount of fines assessed, if any, and said decision shall be mailed to the Unit Owner by first class mail, and shall be effective upon mailing.

No fine shall exceed the maximum amount permitted by law. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine in the aggregate shall exceed the maximum amount permitted by law.

Nothing herein shall be deemed to limit any remedy, legal or equitable, the Association may have against any person, and the above fines procedure is in addition to any and all other remedies the Association may have against any person. All remedies of the Association are cumulative.

- 16.6 Election of Remedies. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to all terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the Condominium documents.

- 16.7 Generally. Each Unit Owner of a Condominium Unit, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all Unit Owners of a Condominium Unit to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from Unit Owners of Condominium Units, and to preserve each other's right to enjoy his Unit free from unreasonable restraints and nuisance.

#### 17. Liability Survives Termination of Membership.

The termination of membership in the Association shall not relieve or release any former Unit Owner or Member from any liability or obligation incurred under or in any way connected with the Condominium during the period of ownership and membership, or impair any rights or remedies which the Association may have



against such former Unit Owner and Member, arising out of, or which is in any way connected with, such ownership and membership.

18. Limitation of Liability.

Notwithstanding the duty of the Association to maintain and repair parts of the property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or other Unit Owners or persons.

19. Liens.

19.1 Protection of Property. All liens against a Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the Condominium documents or by law, whichever is sooner.

19.2 Notice of Lien. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

19.3 Notice of Suit. A Unit Owner shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such notice to be given within five (5) days after the Unit Owner received notice thereof.

19.4 Effect on Judicial Sale. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

20. 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.

21. Severability. Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

22. 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 By-Laws or the intent of any provision hereof.

23. 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 pursuant to Section 718.301(4) of the Act.

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

- (c) A photocopy of the recorded By-Laws 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 (7) years.
- (g) A current roster of all unit Owners, their mailing addresses, email addresses (for Owners consenting to receive notice via email), facsimile numbers (if known), 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 (7) 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 (1) year.

- (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections, which shall be maintained for a period of one (1) 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 Section 718.504 Florida Statutes.

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 (as it may be amended from time to time).

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times in accordance with reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying adopted by the Association. Inspections may only take place at the building in which the records are located and said records shall not be removed from said location. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

- 24. 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 with applicable fire and safety code(s).
- 25. Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and of any of the Declaration, the provisions of the Declaration shall prevail.

[SIGNATURES PROVIDED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name. By signing below, the President of the Association hereby certifies that the By-Laws have been duly adopted in accordance with the Association's governing documents and Florida law.

WITNESSES:

*Tiana L. Tranowicz*

Print Name: Tiana L. Tranowicz

*Toni Josette Wright*

Print Name: Toni Josette Wright

(113201-0001) - 00451345 v1

BLOSSOM PARK VILLAS  
CONDOMINIUM ASSOCIATION, INC.

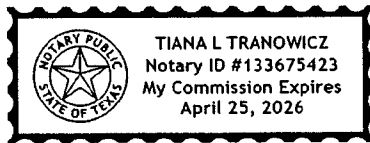
By: *Amruth Sivalenka*

Print Name: Amruth Sivalenka  
President

11  
STATE OF ~~FLORIDA~~ 11 Texas  
COUNTY OF ~~OSCEOLA~~ Denton

11  
The foregoing instrument was acknowledged before me this 15 day of March, ~~2022~~ 2023  
by Amruth Sivalenka, who is ( ) personally known to me to be the  
President (Title) of BLOSSOM PARK VILLAS  
CONDOMINIUM ASSOCIATION, INC., OR ( ☒ ) has produced identification. He/she  
acknowledged executing this instrument in the presence of two subscribing witnesses freely and  
voluntarily under authority vested in him/her by the company.

NOTARY SEAL:



11  
Signature of Notary Public, State of ~~FLORIDA~~  
Print Name: Tiana L. Tranowicz  
Commission No: 133675423  
Commission Expires: 4/24/2026

Completed via Remote Online Notarization using 2 way Audio/Video technology.

# **SCHEDULE A**

## **BLOSSOM PARK VILLAS CONDOMINIUM ASSOCIATION**

### **RULES AND REGULATIONS**

**BLOSSOM PARK VILLAS CONDOMINIUM ASSOCIATION  
DECLARATION OF THE CONDOMINIUM  
EXHIBIT F**

**RULES AND REGULATIONS**

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the common elements, the limited common elements, the units and the commonly used facilities available for use by the unit owners within the Condominium (the "Condominium") shall apply to and be binding upon all unit owners. The unit owners shall at all times obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors.

**1. RULES AND REGULATIONS:**

- (a) Violations should be reported, in writing, to the Board of Directors of the Association.
- (b) Violations will be called to the attention of the violating unit owner or lessee by the Board of Directors.
- (c) Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.
- (d) Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

**2. FACILITIES:** The commonly used facilities available for use by the unit owners within the Condominium are for the use of unit owners, their lessees and their respective family members and guests. No guest of any unit owner shall be permitted to use such commonly used facilities unless accompanied by a unit owner or lessee or unless the guest has been registered with the Board of Directors. Any damage to the buildings or to the common elements or equipment caused by any unit owner, lessee or their respective guests, contractors or invitees, shall be repaired at the expense of the responsible unit owner.

**3. NOISE:** Unless expressly permitted in writing by the Association, no floor covering shall be installed in the units, other than any carpeting or other floor covering installed by the Developer. In any event, each unit owner shall have the duty of causing there to be placed underneath such floor covering, so as to be between any such floor covering and the concrete slab, generally accepted and approved materials for diminution of noise and sound, so that the flooring shall be adequately sound-proof. Radios, televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 10:30 P.M. and 8:00 A.M. All other unnecessary noises, such as bidding good night to departing guests and slamming doors, between these hours should be avoided.

**4. OBSTRUCTIONS:** The parking areas, sidewalks, entrances, driveways, passages, patios, balconies, courts, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors or on

walkways. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, nor shall anything be projected out of any window or door in the Condominium. No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Condominium or the roofs thereon, except for installations constructed thereon by the Developer and or by agents of the Developer.

**5. CHILDREN:** Children are not to play in the parking lots, on public walkways or on the stairways. Reasonable supervision must be exercised when children are playing on the grounds.

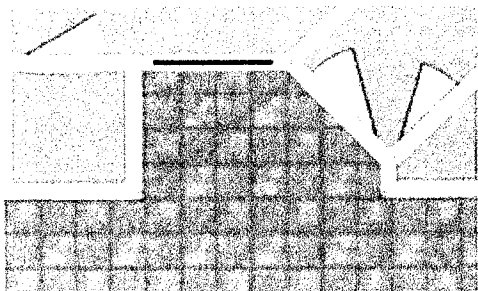
**6. PLAYGROUND:** The playground area is open from 8 A.M. until 8 P.M. Unit owners, their lessees and their guests use the playground equipment at their own risk. No glass or bottles are allowed in the play area. No rough play or yelling. No jumping off the sliding board or other equipment. Those under 12 must be supervised by an adult, whereas those 14 years of age and older are prohibited from using the area. Pets are also not permitted in the playground. No smoking in or within 30 feet of the playground area.

**7. DESTRUCTION OF PROPERTY:** Neither unit owners, nor their family members, lessees, contractors, invitees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Condominium. Unit owners shall be financially responsible for any such damage.

**8. EXTERIOR APPEARANCE:** The exterior of the Condominium and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium, except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. No windows may be tinted without the prior consent of the Association and installation of drapes or curtains visible from the exterior of the Condominium shall have white or off-white, blackout type liners used, which liners must be approved by the Association. No television or other outdoor antenna system or facility shall be erected or maintained within the boundaries of the Condominium, except for installations constructed therein by the Developer and or by agents of the Developer.

**9. SIGNS:** There shall be no "For Sale" or "For Rent/Lease" signs exhibited, displayed or visible from the interior or the exterior of the Condominium, except for signs displayed by the Developer and or by agents engaged by the Developer.

**10. WINDOWS, BALCONIES AND TERRACES:** Terraces and balconies are common elements; they DO NOT belong to the unit and they are not private property. The Association grants permission for non-exclusive limited use under very specific rules, terms and conditions.



1. No items may be stored under the stairs. Items placed on the balconies and terraces must be contained within the area identified by "X" in the photo above. An egress zone of minimum 36 inches wide from the door must be maintained at all times. (Fire Marshal NFPA 101, 7.7.1.1)

2. A total of 3 small patio tables and/or chairs are permitted on the balconies and terraces provided that they



are of like style and color (stacking patio chairs count as one). For example: 2 non-stacked chairs and one small table or 3 non-stacked chairs and no table.

3. In addition potted plants that do not prevent proper egress are permitted.

4. Any item deemed by the Association to be an eyesore shall be removed upon request.

5. Remove all movable objects from the balconies and terraces during hurricane warnings.

6. No object of any kind shall be hung from the balconies, windows or any other portion of the common property.

7. No object of any kind shall be thrown or allowed to fall from balconies, doors, windows or terraces. This includes cigars, cigarettes, sweepings and any other object. No items shall be shaken from the windows, doors, balconies or on the terraces.

8. No balcony or terrace may be enclosed.

9. Cooking is not permitted on the balconies or terraces.

**11. INGRESS AND EGRESS:** Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls, on walkways or on staircase landings. No unit owner or lessee shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress.

**12. STORAGE AREAS:** Nothing shall be placed in the storage areas, if any, which would create a fire hazard.

**13. BICYCLES:** Bicycles must be placed or stored in the designated areas. Bicycles may not be stored on balconies, patios or under the stairways.

**14. ATTIRE:** Unit owners, their lessees, their family members and guests shall not appear at or use the recreational facilities, except in appropriate attire. No bare feet are allowed in the fitness center, the tennis courts, the playground area, or the clubhouse.

**15. PLUMBING:** Common water closets and other common plumbing shall not be used for any purposes other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be thrown therein. Grease and other foreign substances shall not be poured down drains. The cost of any damage resulting from misuse of same shall be borne by the unit owner causing the damage.

**16. TRASH:** Place trash inside a dumpster or garbage can. Trash cannot be placed or stored on any other portion of the common element including terraces and balconies. Trash placed in a dumpster must be compacted and small items must be secured in a bag. If one dumpster is full use another. Dumpster gates must be closed after use. Residents may not dispose of furniture, mattresses or appliances in the dumpsters or anywhere else on the property. Only the association can place an item in the fenced area that is behind the dumpster west of building 3032.

**17. ROOFS:** Unit owners (other than the Developer and/or agents of the Developer), their lessees, their family members and guests are not permitted on the roofs for any purpose whatsoever.

**18. SOLICITATION:** There shall be no solicitation by any person anywhere upon the Condominium Property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

**19. EMPLOYEES:** Except as may otherwise be permitted by the Association, employees of the Association shall not be sent out of the buildings by any unit owner, except in the unit owner's capacity as an officer or director of the Association, at any time, for any purpose. No unit owner shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

**20. FIRE PROTECTION:** Units have internal hard wired smoke detector(s) and a fire alarm buzzer. The buzzer is connected to the local fire alarm found outside the units. This buzzer sounds only when someone pulls the fire alarm outside the units. These are just sounding devices, NONE have a direct connection to the Fire Department. If a smoke detector goes off in case of emergency, pull the fire alarm outside your unit to warn neighbors and call 911 immediately.

If a buzzer is sounding and there is no emergency, notify the front office. If the office is closed, contact the emergency number if the fire department or someone who is on property cannot reset the system. Disabling a fire alarm or activating a fire alarm when there is no emergency are offenses under Chapter 806 of the Florida Statute. Fire doors such as those located in the clubhouse shall only be used in emergency situations.

**21. SWIMMING POOL & SPA:**

- (a) The fenced pool area is open from 8 A.M. until 10 P.M. No person shall enter this area outside these hours.
- (b) There is no lifeguard on duty. Unit owners, lessees and their guests using the pool or spa shall do so at their own risk.
- (c) A maximum of 43 persons are allowed in the pool and 5 in the spa.
- (d) Diving is prohibited.
- (e) Do not swallow the pool or spa water.
- (f) Maximum use time of the spa is 15 minutes and maximum temperature is 104 °F.
- (g) Animals, glass containers and cooking are prohibited inside the fenced pool area.
- (h) No smoking in or within 30 feet of the pool area.
- (i) All persons using the pool or spa must be appropriately attired and shower thoroughly before entering the pool or spa. Also an adult must be in proper bathing attire if the child wishes to enter the water.
- (j) Pool safety equipment should be kept in place and shall not be used, except for its intended purpose.
- (k) Large inflatable toys and floating furniture are not permitted in the pool.
- (m) Running, jumping, skating or any other activity which creates a danger or annoyance in the fenced pool area is prohibited. Bicycles, skateboards, and rollerblades are not permitted in the fenced pool area.
- (l) Food and beverages are prohibited inside the pool or spa and also cannot be consumed within a 4-foot perimeter of the water's edge.
- (m) Children under fourteen (14) must have adult supervision to be in the pool and children under twelve (12) must have adult supervision to be in the spa.
- (n) A child who cannot safely swim may not be brought into the fenced pool area unless accompanied by an adult.

(o) Children who are not toilet trained, whether wearing diapers or not, are prohibited from entering the water.

(p) Pregnant women, small children, people with health problems and people using alcohol, narcotics, or other drugs that cause drowsiness should not use the spa without first consulting with a doctor.

(q) If suntan oil is used, a beach towel must be used to cover the patio furniture.

**22. MOTOR VEHICLES:** No vehicle belonging to a unit owner, tenant or the guests, family members, employees, servants, visitors, licensees or agents of a unit owner or tenant (hereinafter "owners, tenants and guests") shall be parked in such a manner as to impede or prevent access to another parking space. All vehicles shall be parked within the painted lines and pulled up close to the bumper. Owners, tenants and guests shall obey the parking regulations posted in the parking areas or right of ways, as well as any other traffic regulations promulgated in the future for the safety, comfort and convenience of the unit owners.

No vehicle repairs, except for emergency repairs, shall be made on the condominium property. Washing and waxing of motor vehicles shall be limited to areas designated by the association for the cleaning of motor vehicles. Vehicles should never be left unattended while located in the car washing area.

Inoperable vehicles shall be immediately removed from the condominium property. For the purposes of this rule, an "inoperable vehicle" shall mean any motor vehicle that cannot be driven for a continuous period of more than 72 hours, whether due to a flat tire, mechanical issues, electrical issues, body damage or for any other reason. This definition shall also include any motor vehicle that is not properly licensed and registered by a state or its appropriate governmental agency.

Unauthorized vehicles and trailers are prohibited from being on condominium property for a period of more than four (4) hours. The term "unauthorized vehicles and trailers" shall be defined to include tractor-trailer trucks, semi-trucks, motor homes, buses, fifth-wheels, RVs, trailers of any type, or a motor vehicle that has a curb weight in excess of 9000 lbs. This provision shall not apply to commercial vehicles of any third party business that is temporarily on condominium property while providing services to the association, a unit owner or his/her tenant which includes moving trucks and cargo trailers that are being used to relocate an owner or tenant.

Owners are eligible to obtain a maximum of two parking decals and one numerically assigned "visitor" parking tag. Parking decals may be revoked and limited to one per unit if need outgrows availability. New decals are to be affixed to the lower driver's side windshield close to VIN and not over any dark tinted portion of the glass (those affixed in the back remain valid). When used, the visitor tag is to be hung from the rear-view mirror of the guest's vehicle. Vehicles must display a valid parking decal or a visitor parking tag from "sun down" to "sun up" otherwise they will be towed. Parking enforcement will look under any covered vehicles to confirm a decal or tag is present. Visitor parking tags cannot be used for more than seven consecutive times on a specific vehicle unless prior arrangements are confirmed with the association manager. Residents are to report violations of the 7 day rule to the association manager.

To obtain parking decals and a visitor parking tag, owners or tenants must present to the property manager a completed contact sheet & parking application form, and, if not already on file, a pet registration form, and a unit key. In the case of a rental property, a copy of a valid lease is also

required. Motorcycles and scooters parking for more than 7 days must be registered with the front office as described although no decal or tags are required.

**23. HURRICANE PREPARATIONS:** Each unit owner or lessee who plans to be absent from the Condominium during the hurricane season must prepare the unit prior to departure by designating a responsible firm or individual to care for the unit during the unit owner's or lessee's absence in the event that the unit should suffer hurricane damage. The designated firm or individual shall be registered with the Board of Directors and such designated firm or individual shall contact the Board of Directors for permission to install or to remove hurricane shutters. If permission is given by the Board of Directors for the installation of storm shutters, then the approval shall be conditioned upon the Board of Directors also approving the quality of the storm shutters and the aesthetic appearance of the storm shutters. All storm shutters which may be approved by the Board of Directors shall be white in color, and shall be an accordion type storm shutter. Storm shutters shall only be installed during hurricane "watch" and hurricane "warning" situations.

The Board of Directors may, subject to the provisions of Section 718.3026 Florida Statutes, and the approval of a majority of voting interests of the Condominium, install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether on or within common elements, limited common elements, units or Association property. However, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed, the Board of Directors may not install hurricane shutters. The Board of Directors may operate shutters installed pursuant to this Paragraph No. 23 without permission of the unit owners only where such operation is necessary to preserve and protect the Condominium Property and Association property.

The expense of installation, replacement, operation, repair and maintenance of hurricane shutters by the Board of Directors shall constitute a common expense as defined herein and shall be collected as provided in the Declaration. Notwithstanding the foregoing, a unit owner who has previously installed hurricane shutters in accordance with this Paragraph No. 23 of laminated glass architecturally designed to function as a hurricane protection which complies with the applicable building code shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each unit. However, such unit owner shall remain responsible for the pro rata share of expenses for hurricane shutters installed on common elements and association property by the Board of Directors, and shall remain responsible for a pro rata share of the expense of the replacement, operation, repair, and maintenance of such shutters.

**24. PEST CONTROL:** Unit owners or lessees must control pests within their unit or hire a pest control company if required. They are forbidden to feed wildlife on the property. In addition, unit owners and lessees must permit individuals hired by the Association to enter the unit, when scheduled, to perform pest control services, such as to inspect for termite damage.

**25. FITNESS CENTER:**

- (a) The Fitness Center is open for residents only from 8 A.M. until 10 P.M.
- (b) No attendant is on duty - use equipment at YOUR OWN RISK, in case of emergency dial 911. Management is not responsible for any injury or accidents that may occur.
- (c) Use any equipment only if you are in a proper health condition to do so.
- (d) Return weights to rack after use. Do not drop the weights.
- (e) Sanitize equipment after use.

- (f) Shirts and shoes must be worn all the times.
- (g) No sandals or flip-flops. No wet clothing, bathing suits or bare feet.
- (h) No food, alcohol, glass containers, smoking, gum or horseplay is permitted in fitness facility.
- (i) Animals are not allowed in the fitness center.
- (j) Persons under 16 years of age must be accompanied by an adult.
- (k) Loitering is prohibited. Please be watchful of your belongings. We are not responsible for lost or stolen items.
- (l) Follow equipment directions carefully. Report faulty or damaged equipment to management immediately.
- (m) Pick up any trash or litter.
- (n). Be considerate of others.
- (o). Keep Gym doors closed at all times.

**26. OUTDOOR COOKING:** It is a violation of the fire ordinance to have an open flame within ten feet of any building on the property (Fire Marshal NFPA 1:10.11.7). It is also unlawful to store liquefied petroleum (LP) gas on the balcony or inside a condo. (Fire Marshal NFPA 1:69.5.3.5). In addition to this, the Association only permits outdoor cooking in the designated cooking areas located by the back pond and near the tennis courts. When using the charcoal grills users must attend to the grill at all times. Water must be available to control and extinguish flames during use. Grills must be fully extinguished with water after use. Clean up the grilling area when complete.

**27. TENNIS COURT:** The Tennis court is open from 8 A.M. until 10 P.M. Those who use the court must wear tennis or court shoes. Limit play to 2 hours. Those under 13 years of age must be supervised by an adult. No bikes, rollerblades, roller skates, or skateboards, are permitted on the courts. Pets are also not allowed in the fenced court area.

**28. COOPERATION WITH THE BOARD OF DIRECTORS:** All unit owners and lessees shall cooperate fully with the Board of Directors in effecting a coordinated move-in and move-out schedule for the moving of furniture and furnishings.

**29. LEASING OF UNITS:** An Application for Occupancy is required for each person over 18 years old. Application is valid for the duration of the lease. Application can be done online or at the clubhouse. Application fee is \$100 per person or per married couple. Application fee is non-refundable. All occupants are subject to approval including history of evictions, criminal background and credit check. Association provides substantially uniform lease with an addendum. An addendum is mandatory for all leases. A complete rental package must be submitted for approval prior to moving in. All occupants must check-in with the office prior to moving in. Condominium's Rules and Regulations must be included as an addendum and an integral part of the residential lease agreement.

The foregoing rules and Regulations are designed to make living for all unit owners pleasant and comfortable and compliance with the foregoing Rules and Regulations is mandatory. The restrictions imposed are for the mutual benefit of all.