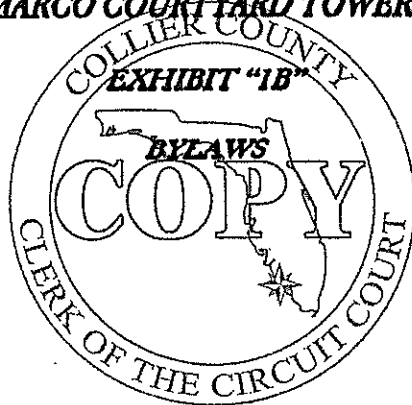


MARGO COURTYARD TOWERS



**BYLAWS
OF
MARCO COURTYARD TOWERS
CONDOMINIUM ASSOCIATION, INC.,**

a Nonprofit Florida Corporation

I. GENERAL

1.1 NAME AND LEGAL DESCRIPTION:

These are the Bylaws of Marco Courtyard Towers CONDOMINIUM ASSOCIATION, INC., (hereinafter referred to as the "Association"), a corporation not for profit organized pursuant to Chapters 617 and 718, Florida Statutes (hereinafter referred to as the "Condominium Act"), for the purpose of administering Marco Courtyard Towers, a condominium (hereinafter referred to as the "Condominium"), located upon a parcel of land in Collier County, Florida, more particularly described in Exhibit "A" attached hereto.

1.2 PRINCIPAL OFFICE:

The principal office of the Association shall be located at the offices of Woodward, Pires & Lombardo, P.A., 801 Laurel Oak Drive, Suite 710, Naples, Florida 34108.

1.3 REGISTERED AGENT, REGISTERED OFFICE:

The registered agent for the Association shall be such person (as the Association may from time to time change by resolution of its Board of Directors in accordance with the provisions of Chapter 617, Florida Statutes, and the office of such registered agent shall be deemed the registered office of the Association for the purpose of service of process. The initial registered agent for the Association and his registered office are as set forth in Article II of the Articles of Incorporation.

1.4 DEFINITIONS:

The terms used in these Bylaws and in the exhibits attached to the Declaration of Condominium shall be as defined in Article I, Section 1.2, of the Declaration of Condominium and in accordance with the provisions of the Condominium Act, unless otherwise stated or unless otherwise required by the contract.

II. DIRECTORS

2.1 SIZE OF THE BOARD OF DIRECTORS:

The affairs of the Association shall be governed by a Board of Directors consisting of members as follows:

A. The initial Board of Directors shall consist of three (3) persons who shall be designated by Developer and shall serve until their successors qualify or until the first annual meeting of Unit Owners as set forth in Article IV of these Bylaws. The members of the initial Board of Directors shall consist of such of the officers, directors, agents and/or employees of Developer as Developer shall from time to time designate.

B. At such time as the Unit Owners other than Developer are entitled to elect a majority of the Board of Directors, the number of directors on the Board may be increased as follows: If there are more or less candidates than necessary to fill the vacancies, then the number of vacancies to be filled at the election shall be the highest number possible such that there is an odd number (not exceeding seven) directors on the Board of Directors. The Unit Owners' representatives on the Board elected as specified in Section

2.2 of this Article shall be owners, co-owners, spouses of owners, or, in the case of corporate owners, directors, shareholders or authorized employees of such corporation.

C. Thereafter, the Unit Owners shall have the right at any annual or special meeting called for that purpose to change the number of directors constituting the Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be an odd number not less than three (3) nor more than seven (7) persons.

2.2 ELECTION OF DIRECTORS AND MEMBERSHIP:

Unit Owners shall be entitled to elect members of the Board of Directors as follows:

A. When Unit Owners other than the Developer own 15 percent or more of the units within the condominium, then Unit Owners other than the Developer shall be entitled to elect one-third of the Board of Directors. At that time, one (1) of the directors designated by the Developer shall resign and the Unit Owners other than Developer shall elect one (1) director to serve until the next annual meeting of Unit Owners. At each annual meeting thereafter, and until such time as the Unit Owners other than Developer become entitled to elect a majority of the Board of Directors, the Unit Owners shall elect one (1) director to replace the director previously elected by the Unit Owners and to serve for a period of one (1) year or until the next annual meeting, whichever shall occur sooner.

B. The Unit Owners other than Developer shall elect a majority of the Board of Directors at a meeting to be held no later than the earliest of (1) the date three (3) years after sales by Developer of fifty percent (50%) of the Units in the Condominium have closed; (2) the date three (3) months after sales by Developer of ninety percent (90%) of the Units in the Condominium have closed; (3) the date when all the Units have been completed, some of them have been sold, and no unsold Units are being offered for sale by Developer in the ordinary course of business; (4) the date when some of the Units have been sold and none of the others are being constructed or offered for sale by Developer in the ordinary course of business, or (5) seven (7) years after the recordation of the Declaration of Condominium.

C. Developer shall be entitled to designate at least one (1) member of the Board for so long as Developer holds at least five percent (5%) of the Units in the Condominium for sale.

2.3 TERM OF OFFICE:

Commencing with the first meeting of the Unit Owners, after the date on which Unit Owners other than Developer become entitled to elect at least a majority of the members of the Board of Directors, Unit Owners shall elect two-thirds (2/3) of the total Board of Directors to serve for a period of one (1) year and one-third (1/3) of the total Board of Directors to serve for a period of two (2) years. At this meeting, the Board members who receive the largest number of votes shall be elected for two (2) year terms. Thereafter, all Directors shall be elected for two (2) year terms. The Directors shall hold office until their successors have been elected and qualified or until their earlier death, resignation or removal. Directors designated by Developer (in accordance with Section 2.2C) shall serve until their successors qualify or until their death, resignation or removal by Developer. Developer-appointed Directors shall hold positions on the Board of Directors which would normally be held by Unit Owners elected for one (1) year terms. Therefore, in the event of Developer-appointed Directors, the number of Unit Owners serving for one (1) year terms shall be reduced accordingly.

2.4 REMOVAL:

At any special meeting of the Unit Owners or by agreement in writing, any one or more of the members of the Board of Directors elected by Unit Owners may be removed with or without cause by the vote of or agreement in writing by a majority of all the voting interests and a successor may then and there, or thereafter, be elected to fill the vacancy thus created, subject to the provisions of Section 718.112(2)(j), Florida Statutes. Directors designated by Developer may only be removed and replaced by Developer. Any member of the Board of Directors whose removal has been proposed by Unit Owners shall be given an opportunity to be heard at the meeting prior to a vote for such removal.

2.5 RESIGNATION:

Any Director may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Secretary of the Association, unless some other time be fixed in the resignation. Acceptance of the resignation shall not be required to make it effective.

2.6 VACANCY AND REPLACEMENT/ELIGIBILITY:

A. Vacancies in the Board of Directors, other than vacancies occurring as a result of removal by the Unit Owners, may be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum until the next regularly scheduled election for any position regardless of whether the Board seat to which the member was appointed or elected is scheduled to be filled at that election. The election shall be by secret ballot unless the number of vacancies equals or exceeds the number of candidates. In the alternative, the Board may, in its discretion, hold an election to fill the vacancy, in which case the election procedures must conform to the requirements of Chapter 718 of the Florida Statutes and the rules set forth in the Florida Administrative Code.

B. A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for board membership. The validity of an action by the board is not affected if it is later determined that a member of the board is ineligible for board membership due to having been convicted of a felony.

2.7 POWERS AND DUTIES OF THE BOARD OF DIRECTORS:

All the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors and employees, subject only to approval by Unit Owners when such is specifically required. Such power and duties of the Board of Directors shall include but not be limited to the following:

A. To make and collect Assessments against Unit Owners in accordance with Article V, Paragraph 5.5 of these Bylaws to defray the costs and expenses of the Condominium; provided, however, the Association shall not charge any fee to a Unit Owner for the use of Common Elements or Association property unless such charge is related to the exclusive use of Common Elements by a Unit owner.

B. To use the proceeds from the Assessments in the exercise of its powers and duties in the manner provided in Article V, Paragraph 5.3 of these Bylaws.

C. To enter into agreements and to purchase necessary equipment and tools for the maintenance and preservation of the

Condominium, subject to competitive bidding and other requirements of Section 718.3026, Florida Statutes. To provide exterminating services for the Units.

D. To insure the Condominium Property in the manner set forth in the Declaration of Condominium against casualty losses and public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

E. To reconstruct improvements after a casualty and to further improve the Condominium Property as provided in Article IX of the Declaration of Condominium.

F. To make and amend reasonable regulations respecting the use of the Condominium Property as restricted by the Declaration of Condominium and Article VII of these Bylaws.

G. To approve or disapprove the transfer of ownership of Units in the manner provided in Article XII of the Declaration of Condominium.

H. To enforce by legal means the provisions of the Condominium Act, the Declaration and the Bylaws.

I. To employ personnel as may be required for the maintenance and preservation of the Condominium Property.

J. Subject to the provisions of Section 718.112(2)(n), Florida Statutes, the Association, through its Board of Directors, has the limited power to convey a portion of the Common Elements to a condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

2.8 MEETINGS OF BOARD OF DIRECTORS:

A. Meeting of the Board of Directors. "Meeting of the Board of Directors" means any gathering of a quorum of the members of the Board of Directors or other representative body responsible for administration of the Association, for the purpose of conducting Condominium business.

B. Organizational Meeting. The first meeting of the Board of Directors held after a majority of the members have been elected by Unit Owners other than Developer shall be and shall constitute the organizational meeting and shall be immediately upon adjournment of the meeting at which any Directors were elected, provided a quorum shall then be present, or as soon thereafter as may be practical.

C. 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 members of the Board. During the period in which the members of the Board are designated by Developer, the Board shall hold at least one (1) such meeting during each calendar year. After a majority of the members of the Board are elected by Unit Owners other than the Developer, the Board shall hold at least three (3) such meetings during each calendar year. Notice of regular meetings of the Board shall be given to each member of the Board by personal delivery, mail or telegram, at least three (3) business days prior to the day of such meeting, together with the notice as required in Section 2.8.E below.

D. Special Meetings. Special meetings of the Board of Directors may be called by the President or by a majority of the Board of Directors by giving five (5) business days prior notice to each member of the Board of Directors, by personal delivery, mail or telegram, which notice shall state the time, place and purpose of the meeting. Additionally, the notice requirements as set forth in Section 2.8.E below shall be complied with.

E. Notice of Meeting. Adequate notice of all Board meetings shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting except in an emergency. However, written notice of any meeting at which non-emergency special Assessments, or at which amendment to rules regarding unit use will be proposed, discussed, or approved, 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. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the Condominium Property upon which all notices of Board meetings shall be posted. Notice of any meeting in which regular Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments. Attendance by a member of the Board shall constitute a waiver of notice by him of the time and place of the meeting.

F. Meetings Open to All Unit Owners. Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association shall comply with any rules within the Florida Administrative Code governing the tape recording and videotaping of the meeting. The Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements.

G. Voting by Directors. A director of the Association who is present at a meeting of its Board, at which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board meetings. A vote or abstention for each member present shall be recorded in the minutes.

2.9 QUORUM:

At all such meetings of the Board of Directors, a majority of the members thereof together with any members attending by telephone conference shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the Board of Directors present at a meeting in person or by telephone at which a quorum is present shall constitute the decision of the Board of Directors. If, at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum shall be present or represented. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted subject to the notice requirements as set forth in Section 2.8E above.

2.10 ORDER OF BUSINESS AT MEETINGS:

A. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the Bylaws of the Association, or with applicable Florida law.

B. The order of business at all meetings of the Board of Directors (which order can be subject to waiver upon the affirmative vote of a majority of the attending members) shall be as follows:

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

2.11 COMPENSATION:

No member of the Board of Directors shall receive any compensation from the Condominium for acting in the capacity of Director; provided, however, that, commencing with the election of a majority of the members of the Board of Directors by Unit Owners other than the Developer, Directors shall be compensated for reasonable expenses incurred by them while acting as Directors.

2.12 MINUTES:

Minutes of all Directors' meetings shall be kept in a business-like manner for a period of at least seven (7) years after such meeting and shall be available for inspection by all Unit Owners and Directors at all reasonable times.

2.13 ANNUAL STATEMENT:

Commencing with the first annual meeting of Unit Owners after the meeting at which Unit Owners other than the Developer elect a majority of the Board of Directors, the Board shall present no less often than at the annual meeting of the Association, a concise and clear statement of the business and condition of the Association, herein called the "Annual Statement." Incident to the Annual Statement, the Board shall also prepare and present the proposed annual budget of Common Expenses of the Association in the manner provided in Article V hereof and a "Financial Statement" as provided for in Section 5.11 below.

2.14 LIMITATION OF LIABILITY:

The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners, including those who are members of the Board of Directors, in proportion to their respective interests in the Common Elements, shall indemnify and hold harmless each of the members of the Board of Directors against all acts and/or omissions to the fullest extent provided by law while acting on behalf of the Association, unless any such acts and/or omissions of law, the Declaration of Condominium, or these Bylaws. It is understood and permissible for the initial Board of Directors, who may be officers or employed by Developer, to contract with the Developer and affiliated corporations and entities without incurring any liability for self-dealing, provided that any compensation paid in respect thereof shall be at their competitive rates. Such contracts may be canceled by the Board when a majority of the Board is controlled by Unit Owners.

2.15 HURRICANE SHUTTERS

A. The Board of Directors shall adopt hurricane shutter specifications which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The installation, replacement, operation, repair and maintenance of such

shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the Common Elements or Association Property.

B. The Board 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 may not install hurricane shutters. The Board may operate shutters installed pursuant to this subsection without permission of the Unit Owners only where such operation is necessary to preserve and protect the Condominium Property and Association Property.

III. OFFICERS

3.1 DESIGNATION

The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. Any two (2) of said officers may be united in one (1) person, except that the President shall not also be the Secretary of the Association.

3.2 ELECTION OF OFFICERS:

The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors and until their successors are elected or until the earlier death, resignation or removal of such officer.

3.3 PRESIDENT - POWERS AND DUTIES:

The President, who shall be a Director of the Association, shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have all the general powers and duties which are incident to the office of President of a corporation not for profit organized under the laws of the State of Florida including, but not limited to:

A. The power to appoint Committees from among the Unit Owners, from time to time, as he may, in his discretion, decide are appropriate to assist in the conduct of the affairs of the Condominium.

B. The power to sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

C. The duty of superintendence of all other officers of the Association. The President shall report to the Board of Directors all matters within his knowledge which may be in the interest of the Association.

3.4 VICE PRESIDENT - DUTIES:

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as

shall, from time to time, be imposed upon him by the Board of Directors or by the President.

3.5 SECRETARY - DUTIES:

The Secretary shall perform all duties incident to the office of Secretary of a corporation not for profit organized under the laws of the State of Florida including, but not limited to, the keeping of the minutes of all meetings of Unit Owners and of the Board of Directors, and seeing that all notices are duly given in accordance with the provisions of these Bylaws or as otherwise required by law. He shall be the custodian of the Association records and its seal and shall see that its seal is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized by these Bylaws. He shall keep a register of the post office address of each member of the Association, which addresses will be furnished to the Secretary by each Unit Owner. The Secretary also shall perform such other duties as from time to time may be assigned to him by the Board of Directors or by the President.

3.6 TREASURER - DUTIES:

A. The Treasurer shall perform all duties incident to the office of Treasurer including, but not limited to, the keeping of full and accurate books of accounts and financial records showing all receipts and disbursements necessary for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects of the Association in such depositories as may be designated by the Board of Directors and he shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements. He shall render to the President and Directors, at the regular meetings of the Board, or whenever they require it, an account of all his transactions as Treasurer and of the financial condition of the Association and shall also perform such other duties as from time to time may be assigned to him by the Board of Directors or by the President.

B. Pursuant to Section 718.112(2)(j), Florida Statutes, the fidelity bonding of all officers or directors of the Condominium Association or other persons who control or disburse funds of the Association is required. The Association shall pay all premiums for issuance of said bonds.

C. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

3.7 SUBORDINATE OFFICERS:

The Board of Directors may appoint such other officers and agents as may be deemed necessary; such other officers and agents shall hold office at the pleasure of the Board of Directors and shall have such authority and perform such duties as from time to time may be prescribed by said Board.

3.8 REMOVAL OF OFFICERS:

Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

3.9 RESIGNATION OF OFFICERS:

Any officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its

receipt by the Association, unless some other time be fixed in the resignation. Acceptance of the resignation shall not be required in order to make it effective.

3.10 VACANCIES:

If the office of the President, Vice President, Secretary or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the entire Board of Directors, may choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

3.11 COMPENSATION OF OFFICERS:

The compensation of all officers and employees of the Association shall be fixed by the Board of Directors. The provision contained in Article II, Paragraph 2.11 of these Bylaws, prohibiting compensation to directors for performing services in such capacity shall not preclude the Board of Directors from employing and compensating a director as an employee or officer of the Association.

IV. UNIT OWNERS' ASSOCIATION

4.1 MEMBERSHIP:

Each Unit Owner, including the Developer (until no Units are owned by the Developer), shall be a member of the Association and each Unit shall be entitled to one vote on all Association affairs. A Unit Owner will cease to be a member of the Association upon the sale, transfer or disposition of his ownership interest in his Condominium Unit, and such transfer shall be subject to the procedures set forth in Article XII of the Declaration of Condominium. As used in the Articles of Incorporation, these Bylaws and the Declaration of Condominium, the term "Unit Owners" shall be synonymous with the term "members" when referring to members of the Association.

4.2 ANNUAL MEETINGS:

Within seventy-five (75) days after the date on which Unit Owners other than Developer own fifteen percent (15%) of the Units that will eventually be operated by the Association, the Board of Directors shall call and give notice of a meeting of Unit Owners, which meeting shall be held not less than sixty (60) days after the date of the notice. At such meeting, one (1) of the Directors designated by Developer holding office as a member of the Board of Directors shall resign, as provided in Article II of the Bylaws, and Unit Owners other than Developer shall elect one (1) member to the Board. Thereafter, annual meetings of the Unit Owners shall be held at 2:00 o'clock in the afternoon on March 15 of each succeeding year (said date and time can be changed by a majority vote of the Board of Directors with proper notice to the Unit Owners; provided, however, that the meeting at which Unit Owners other than Developer become entitled to elect a majority of the Board of Directors pursuant to Article II herein shall be deemed to be the annual meeting with respect to said year and it shall not be necessary that this annual meeting be held on the date specified herein. At each such subsequent meeting, the Unit Owners, including Developer, shall elect a number of members to the Board of Directors sufficient to fill all vacancies and to replace or re-elect members whose terms have expired. Unit Owners may also transact such other business of the Association as may properly come before the meeting. An annual meeting shall be held no less than once a year, regardless of the date on which the Turnover meeting occurs, or the date in which fifteen percent (15%) of the Units have closed and in which Unit Owners other than the Developer are entitled to elect one (1) member to the Board of Directors.

4.3 SPECIAL MEETING:

It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by a resolution of the Board of Directors or upon a petition signed and presented to the Secretary by a majority of the members. A special meeting of Unit Owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the Voting Interests giving notice of the meeting as required for a meeting of Unit Owners and the notice shall state the purpose of the meeting. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent either in person or by proxy of Unit Owners owning at least seventy-five percent (75%) of the common interest.

4.4 NOTICE OF MEETINGS:

A. For the Election of the Board. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches which must be furnished by the candidate, not less than thirty-five (35) days before the election, to be included with the mailing or delivery of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. 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 voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Unit Owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

B. Other than for the Election of the Board. It shall be the duty of the Secretary to give notice of the time and place, together with an identification of agenda items, of each annual meeting at least fourteen (14) days in advance by mail to each Unit Owner of record, at the address of such Owner at the Condominium, or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary at least ten (10) days prior to given notice of such meeting by the Secretary. The Secretary also shall post conspicuously on the Condominium Property notice of said meeting at least fourteen (14) continuous days preceding the annual meeting. Notice of special meetings shall be subject to the same requirements herein stated, except that notice of special meetings shall state the specific purpose thereof. For the purpose of giving notice as required hereunder, the Secretary shall maintain a current list of Unit Owners. An officer of the Association shall provide an affidavit, to be included in the Official Records of the Association, affirming that notices of the Association meeting were mailed in accordance with the notice requirements of this section. Upon notice to the Unit Owners, the Board of Directors shall, by duly adopted rule, designate a specific location on the Condominium Property upon which all notices of Unit Owners' meetings shall be posted.

4.5 WAIVER OF NOTICE:

Notice may be waived by any Unit Owner by a writing signed and delivered to the Secretary. Additionally, the presence of any Unit Owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such owner unless he shall, at the opening of such meeting, object to the holding of such meeting because of failure to give notice in accordance with the provisions hereof.

4.6 QUORUM AND VOTE REQUIRED TO TRANACT BUSINESS:

Except as otherwise provided in the Declaration of Condominium, Articles of Incorporation, or these Bylaws, the presence in person or by proxy of Unit Owners, including Developer, owning at least one-third (1/3) of the Voting Interests in the CONDOMINIUM shall constitute a quorum at all meetings of the Unit Owners. When a quorum is present at any meeting, the vote of a majority of the Unit Owners present, in person or represented by written proxy (limited or general), shall decide any question brought before the meeting, unless the Declaration of Condominium, the Articles of Incorporation, or these Bylaws expressly provide for a different vote, in which case such express provisions shall govern with respect to such question.

4.7 ADJOURNMENT OF MEETINGS:

If any meeting of Unit Owners cannot be held because a quorum is not present, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time, and re-schedule with proper notice, until a quorum shall be present or represented, and any business may be transacted at the adjourned meeting which might have been transacted at the meeting originally called.

4.8 VOTING:

A. Each Unit is entitled to one (1) vote. 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, then only one person may cast the vote for the Unit. If the owners disagree as to who should cast the vote for the Unit, then no vote may be cast but that Unit can be considered present for the purposes of establishing a quorum. If a Unit is owned by a corporation or a partnership, then an officer or partner may cast the one vote on behalf of the corporation or partnership. If a Unit is owned by a Trust or some other form of ownership, the Board of Directors is authorized to determine who may vote on behalf of the Unit.

B. For voting purposes, prior to a particular meeting, the Secretary shall prepare a complete list of Unit Owners entitled to vote, arranged numerically by Units. Such list shall be kept until the questions to be voted upon have been determined, and shall be open to examination by Unit Owners throughout such time.

4.9 PROXIES:

Votes may be cast in person or by proxy as follows:

A. No Proxies. For the election of the Board of Directors, no proxies shall be used. Notwithstanding the foregoing, limited proxies may be used to fill vacancies on the Board of Directors caused by recall. Voting shall be conducted by ballots or in person as set forth in Section 4.6 and 4.4(A) above.

B. Limited Proxies. Limited proxies may be used to establish a quorum and for votes taken to:

(i) waive or reduce reserves in accordance with Section 718.112(2)(f)(2) of the Florida Statutes;

(ii) for votes taken to waive financial statement requirements as provided by Section 718.111(14) of the Florida Statutes;

(iii) for votes taken to amend the Declaration pursuant to Section 718.110 of the Florida Statutes;

(iv) for votes taken to amend the Articles of Incorporation or Bylaws; and

(v) for any other matter for which Chapter 718 of the Florida Statutes or these Bylaws or the Declaration requires or permits a vote of the Unit Owners.

C. General Proxies. 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.

Proxies may be made by any person entitled to vote and must be in writing signed by the Unit Owner(s). Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Each proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given and, if a limited proxy, set forth those items which the holder of the proxy may vote and the manner in which the vote is cast. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it.

4.10 ORDER OF BUSINESS:

The order of business at the meetings of the Unit Owners (which order can be subject to waiver upon the affirmative vote of a majority of the attending members) shall be as follows:

- A. Roll Call
- B. Reading of the minutes of the last meeting
- C. Consideration of communications
- D. Reports of officers
- E. Report of Board of Directors
- F. Reports of committees
- G. Election of members of Board of Directors
(when appropriate)
- H. Unfinished business
- I. New Business

4.11 MINUTES OF ASSOCIATION MEETINGS:

The minutes of all Unit Owners' meetings shall be taken at all meetings of Unit Owners, kept in a business-like manner for a period of at least seven (7) years from such meeting, and shall be available for inspection by Unit Owners at all reasonable times.

4.12 PARTICIPATION AT ASSOCIATION MEETINGS:

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

B. Any Unit Owner may tape record or videotape a meeting of the Unit Owners subject to any rules found within the Florida Administrative Code or as may be adopted by the Board of Directors.

V. FINANCES5.1 CALENDAR YEAR:

The corporation shall operate upon a calendar year beginning the first day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year basis whenever deemed expedient for the best interests of the Association. The change from a calendar year to fiscal year must be made by the Board of Directors at an annual meeting of the Unit Owners held on that date as specified in Section 4.2 hereof.

5.2 CHECKS:

All checks or demands for money and notes of the corporation shall be signed by any two of the following: officers, President, Vice President, Secretary or Treasurer or by such officer or other person or persons as the Board of Directors may from time to time designate.

5.3 ANNUAL BUDGET:

Annually, the Board of Directors of the Association shall prepare a proposed budget setting forth the sums necessary and adequate for the Common Expenses of the Condominium Property in advance for the next year upon which Unit Owners' Assessments shall be based. Said budget shall include projected expenses for the operation and maintenance of the Common Elements as described in the Declaration of Condominium. As used in these Bylaws, the term "Common Expenses" shall mean expenses for which Unit Owners are proportionately liable, and shall include, but not be limited to, the following:

A. All expenses of maintenance, repair, and replacement of the Common Elements.

B. Insurance premium on all policies of insurance obtained by the Board of Directors pursuant to Article VIII of the Declaration of Condominium.

C. The annual fee required to be paid to the Division of Florida Land Sales and Condominiums pursuant to Section 718.501 of the Florida Statutes.

D. Warranty capital and reserve.

E. General operating reserve and statutory reserves required by Florida law.

F. Reserve for deficiency accrued in prior years.

G. All other amounts designated Common Expenses by the Declaration of Condominium, these Bylaws or by law.

H. All expenses incurred in management of the Condominium.

I. All taxes attributable to the Condominium Association.

J. All other amounts that the Unit Owners may agree upon or that the Board of Directors may deem necessary or appropriate for the operation, administration and maintenance of the Condominium.

5.4 BUDGETARY MEETINGS:

A. A copy of said proposed annual budget shall be posted conspicuously on the Condominium Property prior to the meeting in accordance with Section 718.112(2)(c), Florida Statutes, and mailed

to the Unit Owners not less than fourteen (14) days prior to the Board of Directors meeting at which the budget will be considered, together with written notice of the time and place of that meeting, and said meeting shall be open to all Unit Owners. A final budget of Common Expenses will be adopted by the Board at such meeting subject to the rights of the Units Owners set forth below.

B. If an annual budget is adopted by the Board of Directors which requires Assessments against the Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, upon written application of ten percent (10%) of the voting interest, a special meeting of the Unit Owners shall be held upon not less than ten (10) days written notice to Unit Owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting Unit Owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. The revisions of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the votes of all voting interests. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

C. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments in prior years, there shall be excluded in the computation any provisions for reasonable reserves made by the Board of Directors in respect of anticipated expenses by the Association which were not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation Assessments for betterments to the Condominium Property or Assessments for betterments to be imposed by the Board of Directors. Provided, however, that so long as Developer is in control of the Board of Directors, the Board shall not impose an Assessment for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments without approval of a majority of the Voting Interests.

5.5 REGULAR ASSESSMENTS:

Initially, funds for the payment of Common Expenses shall be assessed against Unit Owners in the amount specified in the initial budget adopted by the Board of Directors. Thereafter, each Unit Owner shall be obligated to pay Common Expenses assessed by the Board of Directors pursuant to a properly approved annual budget in the proportion set forth in the Declaration of Condominium. Said Assessment shall be payable quarterly, in advance, as ordered by the Board of Directors.

5.6 SPECIAL ASSESSMENTS:

Should the annual budget prove inadequate for the maintenance of Common Elements or should expenses arise not contemplated at the time of preparation of said budget, the Board of Directors may levy special Assessments as required. Special Assessments shall be levied in the same proportion as set forth in the Declaration of Condominium and paid in the same manner as hereinabove provided for regular Assessment. Notice for a meeting where special Assessments are discussed shall be in accordance with Section 4.4B of these Bylaws.

5.7 BILLING AND PAYMENT OF ASSESSMENTS:

When the Board of Directors, of which a majority of the members have been elected by the Unit Owners other than Developer, has determined the amount of any Assessment, the Treasurer of the Association shall mail or present a statement of the Assessment to each Unit Owner or Owners. All Assessments shall be payable to the

Association and, upon request, the Treasurer shall give a receipt for each payment made.

5.8 COMMON SURPLUS:

If, in any Budgetary year, the net receipts of the Association from Assessments and all other sources, except casualty insurance proceeds and other nonrecurring items, exceeds the sum of (a) total Common Expenses for which payment has been made or liability incurred within the budgetary year and (b) reasonable reserves for Common Expenses and other liabilities in the next succeeding taxable year as may be determined by the Board of Directors, such excess shall be retained and applied to lessen the Assessments for the next succeeding year for each respective Condominium operated by the Association.

5.9 DEFAULT IN THE PAYMENT OF ASSESSMENTS:

In the event a Unit Owner does not pay Assessments required to be paid to the Association within ten (10) days from the due date, the Association, acting on its own behalf or through its Board of Directors, may enforce its lien for Assessments or take such other action to recover Assessments, with interest and reasonable attorney fees, to which it is entitled, in accordance with the Declaration of Condominium and the Condominium Act.

5.10 FORECLOSURE OF LIENS FOR UNPAID ASSESSMENTS:

If an action of foreclosure is brought against a Unit Owner for nonpayment of monies due the Association, and as a result thereof the interest of the said Unit Owner is sold, then the Unit Owner will thereupon cease to be a member of the Association. The Association has the power to purchase the Condominium Unit at the foreclosure sale and to hold, lease, mortgage or convey it.

5.11 ANNUAL FINANCIAL STATEMENTS:

Within sixty (60) days following the end of the fiscal or calendar year, the Board of Directors of the Association shall mail or furnish by personal delivery to each Unit Owner, a complete financial statement of the actual receipts and expenditures for the previous twelve (12) months or a complete set of financial statements prepared in accordance with generally accepted accounting principles. The statement shall show the amounts 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 recreational facilities;
- E. Expenses for refuse collection and utility services;
- F. Expenses for lawn care;
- G. Cost for building maintenance and repair;
- H. Insurance costs;
- I. Administrative and salary expenses;
- J. Reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts; and
- K. Annual fee to the Department of Business and Professional Regulation.

The annual financial statement shall be either compiled, audited, or reviewed as required by Florida Administrative Code 61B-22.006 and shall be prepared in accordance with generally accepted

accounting principles. A majority of the voting interests of the Association may, at a duly called meeting of the Association, waive the requirement to have the statement reviewed, compiled, or audited. The waiver shall be effective for only one fiscal year. Prior to the Turnover Meeting, the Developer may vote to waive the audit requirement for the first two (2) years of the operation of the Association.

5.12 OFFICIAL RECORDS OF ASSOCIATION:

From the inception of the Association, the Association shall maintain within Collier County, Florida, 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;

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

C. A certified copy of the Articles of Incorporation of the Association and all amendments thereto;

D. A copy of the current rules of the Association;

E. A book containing the minutes of all Unit Owner meetings and Board meetings, which are to be retained in accordance with Section 4.11 of these Bylaws;

F. A current roster of all Unit Owners, their mailing addresses, unit identifications, voting certificates and, if known, telephone numbers.

G. All current insurance policies of the Association;

H. A current copy of any management agreement, lease, or other contract to which the Association is a party or under some obligation;

I. Bills of sale or transfer for all property owned by the Association;

J. Accounting records for the Association which shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but are not limited to:

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

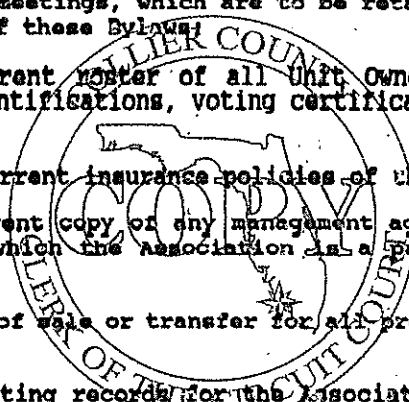
(2) A current account and a monthly or quarterly statement of the account for each Unit designating Unit Owner's name, due date and amount of Assessment, amount paid and balance due.

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

(4) All contracts for work to be performed and bids for work to be performed which shall be maintained for a period of one (1) year.

K. 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 documents relate.

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



M. A copy of the current Question and Answer Sheet as described by Section 718.504, Florida Statutes, which shall be updated annually.

N. Year end financial information is provided in F.S. 718.111.

O. All other records of the Association not specifically included in the foregoing which are related to the operation of the Association or are required by Section 718.111(12), Florida Statutes.

2.11 ACCESS TO OFFICIAL RECORDS:

A. These 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. This right includes the right to make or obtain copies, at the reasonable expense if any, of the Association member.

B. The Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying. The failure of an Association to provide the records with ten (10) working days after receipt of a written request shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this paragraph. The minimum damages shall be fifty dollars (\$50.00) per calendar day up to ten (10) days, the calculation to begin on the 11th working day after receipt of the written request. The failure to permit inspection of the Association records as provided herein entitled any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection.

C. The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations, and all amendments to each of the foregoing, as well as the Question and Answer Sheet provided for in Section 718.504 of the Florida Statutes, on the Condominium Property to ensure their availability to Unit Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same.

D. The records of the Association shall be made available to a Unit Owner within five (5) working days after receipt of written request by the Board or its designee. This paragraph may be complied with by having a copy of the official records of the Association available for inspection or copying on the Condominium Property or Association Property.

VI. RULES AND REGULATIONS

6.1 The Rules and Regulations as set forth as an exhibit to the Prospectus for Marco Courtyard Towers, a Condominium, shall apply to the Condominium Property, the Common Elements, the Limited Common Elements and the Condominium Units and shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all Unit Owners. The Unit Owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

6.2 The Board of Directors shall have the power as set forth in the Bylaws to promulgate additional rules and regulations as they see fit for the operation and management of Marco Courtyard Towers,

a condominium, subject to the restrictions set forth in Paragraph D below.

6.3 The Board of Directors may, pursuant to Section 718.303(3) of the Florida Statutes, impose fines in such reasonable sums as they deem appropriate, not to exceed \$100.00 per violation, \$1,000.00 in the aggregate, against Unit Owners for violations of the Condominium Documents including the Rules and Regulations, by Owners or their guests or lessees. Each day of violation shall be a separate violation. No fine may be levied except after giving reasonable notice and an opportunity for a hearing to the Unit Owner and, if applicable, to licensee or invitee. The procedure for the hearing shall be established by the Board of Directors and be included in the Rules and Regulations of the Association. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

6.4 The Board of Directors may not promulgate rules or regulations pertaining to additional restrictions on either the term of leases for individual Units or the number of times per year a unit can be leased beyond the provisions in the Declaration of Condominium or these rules set forth in the original Rules and Regulations attached as an exhibit to the Prospectus for MARCO COURTYARD TOWERS, A CONDOMINIUM. The Board may also not narrow the definition of guests or family members in order to restrict the use of any Unit. Restrictions on these areas are permissible only by complying with the amendment procedures of these Bylaws.

VII. VIOLATIONS AND DEFAULTS

7.1 BREACH OR VIOLATIONS:

In the event of violation of the provisions of law, the Declaration of Condominium, Articles of Incorporation or these Bylaws, or as the same may hereafter be constituted, thirty (30) days after notice from the Association by certified mail to the Unit Owner to correct said breach or violation, the Association, on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, including arbitration, as provided in Sections 13.1 and 13.2 below, or suit for damages or foreclosure, or pursue such other course of action or legal remedy as it may deem appropriate. If the violation is of such magnitude as to be an emergency, in the sole opinion of a majority of the Board of Directors (i.e., a modification or alteration to the structural integrity of the building), the thirty (30) day notice provision provided herein shall be waived. Violations of House Rules shall be handled in the manner as set forth in Section 7.3 above.

7.2 ATTORNEYS' FEES AND COSTS:

In the event such legal action is brought against a Unit Owner, the prevailing party in any such action shall be entitled to reasonable attorneys' fees and court costs.

7.3 UNIT OWNERS BOUND:

Each Unit Owner, for himself, his successors or assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association and regardless of the availability of the other equally adequate legal procedures. It is the intent of all Owners of Condominium Units to give the Association a method and procedure which will enable it, at all times, to operate on a business-like

VIII. SURRENDER

In the event of the termination of membership through conveyance to the Association or foreclosure as a result of nonpayment of maintenance Assessments, the Unit Owner or any other person or persons in possession by or through the right of the Unit Owner, shall promptly quit and surrender the Unit to the Association in good repair, and the Association shall have the right to re-enter and to repossess the Unit. The Unit Owner for himself and any successors in interest hereby waives any and all notices and demand for possession if such be required by the laws of Collier County, Florida.

IX. SEAL

The Association shall have a seal and the seal shall have inscribed thereon the name of the Association, the year of its organization and the words "Corporation Not For Profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

X. NO STOCK

Although the Association is a corporation, the Association shall never have or issue shares of stock and/or certificates of membership, nor will it ever provide for nonmember voting.

XI. MISCELLANEOUS11.1 GOVERNING DOCUMENTS:

The documents governing this Condominium and ownership of Condominium Parcels therein shall include the Declaration of Condominium, these Bylaws, the Articles of Incorporation and pertinent provisions of law, all as may be amended from time to time. In the event of a conflict, the Declaration of Condominium shall govern over both the Articles of Incorporation and these Bylaws and the Articles of Incorporation shall govern over these Bylaws as well.

11.2 AUTHORITY OF THE ASSOCIATION:

The Association shall have the powers, right and authority, including lien rights set forth in the Condominium Act (Chapter 718, Florida Statutes) subject to any limitations thereon imposed by its Articles of Incorporation, these Bylaws or the Declaration of Condominium, all as may be amended from time to time. No Unit Owner or member, except as an Officer or Director of this Association, shall have any authority to act for the Association or bind it.

11.3 PARTIAL INVALIDITY:

If any Bylaw or part thereof shall be adjudged invalid, the same shall not affect the validity of any other Bylaw or part thereof.

11.4 GENDER:

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

11.5 CAPTIONS:

Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect of meaning of any of the text of the Condominium Documents.

XII. ARBITRATION OF DISPUTES12.1 DISPUTES.

Disputes shall be subject to mandatory nonbinding arbitration. As used in this article, the term "dispute" means any disagreement between two or more parties that involves:

A. The authority of the Board of Directors, under any law or association document to:

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

2. Alter or add to a common element.

B. The failure of a governing body, when required by law or an association document, to:

1. Properly conduct elections.

2. Give adequate notice of meetings or other actions.

3. Properly conduct meetings.

4. Allow inspection of books and records.

C. "Dispute" does not include any disagreement that primarily involves title to any unit, or common element; the interpretation or enforcement of any warranty; or the levy of a fee or Assessment, or the collection of an Assessment levied against a party.

12.2 Arbitration.

The Division of Florida Land Sales, Condominiums and Mobile Homes shall provide arbitrators (who shall be members in good standing of the Florida Bar) whose decision in an arbitration hearing shall be final, but whose decision shall not be deemed a final agency action. Nothing herein shall prohibit any party from proceeding in a trial de novo in which use the arbitrators' final decision shall be admissible in evidence. Mandatory nonbinding arbitration shall be conducted in accordance with the provisions of Section 718.1255, Florida Statutes.

XIII. AMENDMENT

These Bylaws may be amended by a majority of the first Board of Directors until the first annual meeting, and thereafter by the Unit Owners in the following manner only:

13.1 Notice.

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

13.2 Approval.

An amendment shall be approved by eighty percent (80%) of all the Voting Interests present in person or by proxy at a properly noticed meeting. Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting.

13.3 PROVISION.

Provided, however, that no amendment shall operate to unlawfully discriminate against any Unit Owner nor against any Unit or class or group of Units unless the members so affected shall consent. No amendment may be made affecting the rights, as expressed in the Declaration of Condominium or any documents attached thereto, of the Developer, as a Unit Owner or otherwise, unless the prior written consent of the Developer is given for such amendment. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

13.4 Format of Amendment.

No Bylaws shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaw to be amended; new words shall be inserted in the text and 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 re-wording of Bylaw Article _____ for present text." Non-material errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

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 Bylaws, which certificate shall be executed by the Officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida. No amendment to the Bylaws is valid unless recorded, with identification on the first page thereof of the book and page of the Public Records of Collier County, Florida, where the Declaration of Condominium is recorded.

The foregoing was adopted as the Bylaws of Marco Courtyard Towers Condominium Association, Inc., not-for-profit Florida corporation, at a meeting of the members of said Association, duly noticed, at which all members were present, by the unanimous vote of the members on the 30th day of W. H. H. H., 2000.

MARCO COURTYARD TOWERS CONDOMINIUM
ASSOCIATION, INC.,
a Florida corporation

By: Paul R. H. H.

, President

ATTEST: Carahyn P. H. H.

, Secretary

TOWERS\BYLAWS(5/17/99)