

**SUBSTANTIAL REWORDING OF BY-LAWS, PLEASE SEE CURRENT BY-LAWS
FOR PRESENT TEXT:**

AMENDED AND RESTATED BYLAWS
of
OVERLOOK DOCKS ASSOCIATION, INC.
A Corporation not for profit
under the laws of the State of Florida

ARTICLE I
Organization

- 1.1 Identity. The name of this organization shall be OVERLOOK DOCKS ASSOCIATION, INC. These are the By-Laws of Overlook Docks Association, Inc. (the “Docks Association” or “Association”), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that certain dock space (hereinafter “Dock Area”) located in Broward County, Florida, adjacent to Overlook, A Condominium (the “Condominium”) pursuant to the Submerged Land Lease and Marine Facility Operating License and any modifications or extensions thereof.
- 1.2 Corporate Name. The name of this organization shall be OVERLOOK DOCKS ASSOCIATION, INC. The organization may at the pleasure of a vote of the membership, change its name.
- 1.3 Corporate Office. The Principal office of the Docks Association shall be 1167 Hillsboro Mile, Hillsboro Beach, FL 33062. The Board of Directors of the Docks Association may change the principal office of the Docks Association from time to time.
- 1.4 Fiscal Year. The fiscal year of the Docks Association shall be the calendar year.
- 1.5 Definitions. For convenience, these By-Laws shall be referred to as the “By-Laws” and the Articles of Incorporation of the Docks Association as the “Articles.”

ARTICLE II
Purpose

The following are the purposes for which this organization has been organized:

1. To manage and control the dock area of Overlook Condominium.
2. To institute rules and regulations for the use and control of the Dock Area.
3. To assess and collect maintenance and other charges which may be incurred in the operation of the dock property.
4. To perform other duties and functions as necessary for the proper administration of the Dock Area.

ARTICLE III
Membership and Membership Meetings

3.1 Membership. Membership in this organization shall be open to all who are owners of a title to condominium unit in Overlook Condominium and who have been assigned a boat slip at Overlook Docks.

3.2 Annual Meetings. The annual members meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting, and that the annual meeting shall be held at the Overlook Condominium or within Broward County. 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 Members in advance thereof.

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

3.4 Participation by Members. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Members shall have the right to participate in the annual and special meetings of the Members with reference to all designated agenda items. A Member 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 member to speak on such items in its discretion. Every Member who desires to speak at a meeting may do so, provided that the member has filed a written request with the Secretary of the Docks Association not less than 48 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 Members speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker.

3.5 Notice of Meeting; Waiver of Notice. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted in the Overlook Condominium mailroom, or such other a conspicuous place on the Overlook Condominium Association Property, as determined by the Board of Directors from time to time. The notice of the annual meeting shall be hand delivered or sent by mail to each Member, unless the Member 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. Where a slip is assigned to more than one person, the Docks Association shall provide notice, for meetings and all other purposes, to that one address initially identified for that purpose as one or more of the Members of the dock slip shall so advise the Docks Association in writing, or if no address is given or if the members disagree, notice shall be sent to the address for the Member as set forth on the deed of the appurtenant Unit in the Condominium. The posting and mailing of the notice, which notice must include an agenda, shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to Members of, a specific location upon which all notices

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

An officer or agent of the Docks Association shall provide an affidavit, to be included in the official records of the Docks Association, affirming that notices of the Docks Association meeting were mailed or hand delivered in accordance with this Section to each Member at the address last furnished to the Docks Association. No other proof of notice of a meeting shall be required.

3.6 Quorum. A quorum at members meetings shall be attained by the presence, either in person or by proxy, of no less than a majority of the total voting interest of the Dock Association Members.

3.7 Voting.

(a) Number of Votes. In any meeting of members, each dock slip shall be entitled to one vote. The vote of a dock slip shall not be divisible.

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

(c) Voting Member. If a dock slip is assigned to one person, his right to vote shall be established by the roster of members. If a dock slip is assigned to more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the slip. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a dock slip shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a dock slip is assigned to a corporation, the person entitled to cast the vote for the dock slip shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Docks Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the assignment of the slip concerned. A certificate designating the person entitled to cast the vote for a slip may be revoked by any record assignee of an undivided interest in the slip. If a certificate designating the person entitled to cast the vote for a slip for which such certificate is required is not on file or has been revoked, the vote attributable to such slip shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Docks Association shall be reduced accordingly until such certificate is filed.

3.8 Proxies. Votes may be cast in person or by proxy. Limited proxies and general proxies may be used to establish a quorum. 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 lawful adjourned meetings thereof. In

no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy 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 slip (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 before the appointed time of the meeting, or 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 the assignee of a dock slip. There shall be no limitation on the number of proxies which may be held by any person. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.

3.9 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.

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

- (a) Call to order;
- (b) Proof of Notice or Waiver of Notice;
- (c) Establishment of Quorum;
- (d) Reading or Waiver of Minutes;
- (e) Reports of Committees;
- (f) Reports of Officers;
- (g) Appointment of inspectors of election;
- (h) Election of Directors;
- (i) Unfinished Business
- (j) New Business;
- (k) Adjournment.

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

3.11 Minutes of Meeting. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives and Board members at any reasonable time pursuant to the provisions of the Florida Not for Profit Corporation Act.

3.12 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. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Docks Association, or other authorized agent of the Docks Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by members having the requisite number of votes necessary to authorize the action within ninety (90) days of the date of the earliest dated consent and delivered to the Docks Association as aforesaid. Any written consent may be revoked prior to the date the Docks Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Docks Association, or other authorized agent of the Docks Association. Within thirty (30) 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. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

- 3.13 **Electronic Voting and Remote Meetings.** Notwithstanding anything to the contrary herein, to the extent lawful, the Association may implement electronic voting for Association Meetings and/or for Members to participate and vote in meetings by means of remote communication according to guidelines and procedures adopted by the Board of Directors, from time to time.

ARTICLE IV

Directors

- 4.1 **Membership.** The affairs of the Docks Association shall be governed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors must be Members who are 18 years of age or older. A person who is delinquent in the payment of any fee, assessment, or other monetary obligations owed to the Docks Association is not eligible for Board membership. A person who has been convicted of any felony in the State of Florida or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in the State of Florida, is not eligible for Board membership unless such person's civil rights have been restored for a period of no less than 5 years as of the date on which such person seeks election to the Board. The validity of an action by the Board is not affected if it is later determined that a member of the board is ineligible for board membership due to having been convicted of a felony. Directors may not vote at Board meetings by proxy or by secret ballot, except that officers may be elected by secret ballot.

- 4.2 **Election of Directors.** Election of Directors shall be held at the annual members meeting at which their term expires, except as herein provided to the contrary. Nominations for Directors and additional directorships created at the meeting shall be made from the floor. The members of the Board shall be elected by written ballot or voting machine. Each dock assignee shall be entitled to vote for the number of candidates equal to the number of vacancies to be filled. No dock assignee

may utilize cumulative voting. Proxies shall in no event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in this chapter.. Elections shall be decided by a plurality of those ballots cast. No Member shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. Notwithstanding the provisions of this subparagraph, an election is not required unless more candidates file notices of intent to run or are nominated than Board vacancies exist.

4.3 Vacancies and Removals.

- (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 remaining Directors
- (b) Any Director elected by the members may be removed by a concurrence of a majority of all voting interest by a vote of the members in accordance with §617.0808, as such statute may be amended from time to time.
- (c) A Director more than 90 days delinquent in the payment of any monetary obligation to the Docks Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.
- (d) A Director or officer charged with a felony theft or embezzlement offense involving the Docks Association's funds or property shall be removed from office, creating a vacancy in the office to be filled according to law. While such Director or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a Director or officer. However, should the charges be resolved without a finding of guilt, the Director or officer may be reinstated for the remainder of his or her term of office, if any.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall be two (2) years or until he is removed in the manner elsewhere provided and such Board members may stand for reelection unless otherwise permitted by the Bylaws. At the first annual meeting following the adoption of these Amended and Restated By-Laws, the three (3) elected directors receiving the most votes shall serve for a two (2) year term and the two (2) elected directors receiving the least votes shall serve a one (1) year term. If no election takes place, the Board shall by majority vote adopt a procedure to establish the staggering of terms (e.g. draw from a hat). Thereafter, at each annual election, Directors shall be elected to serve a two (2) year terms. If no person is interested in or demonstrates an intention to run for the position of a Board member whose term has expired according to the provisions of this sub-paragraph, such Board member whose term has expired shall be automatically re-appointed to the Board and need not stand for reelection.

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, which notice of such meeting shall be posted conspicuously on the property at least 48 continuous hours preceding the meeting, except in an emergency.

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 e-mail, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Members and notice of such meetings shall be posted conspicuously on the Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Docks Association, except in the event of an emergency. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Docks Association may adopt reasonable rules governing the frequency, duration and manner of Member statements. Any item not included on the notice of meeting may be taken up on an emergency basis by at least a majority of the members of the Board, or by at least a majority of the Members plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notwithstanding the foregoing, written notice of any meeting of the Board at which regular or non-emergency special assessments, or at which amendment to rules regarding dock use will be considered, shall be mailed or delivered to all Members not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Docks Association. The Board shall adopt by rule, and give notice to Members of, a specific location on the Property or Association Property upon which all notices of Board and/or Committee meetings shall be posted. If 20 percent of the voting interests petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than 60 days after the receipt of the petition, place the item on the agenda.

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 or as required by the Florida Not for Profit Act.

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 shall constitute a waiver of notice of such 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 or convened.

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 Articles or these By- Laws.

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 and Abstentions. 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 and shall not be used

as a vote. A Director who abstains from voting on any action taken on any corporate matter is presumed to have taken no position regarding the action.

4.12 Presiding officer. The presiding officer at the Directors meetings shall be the President who may, however, designate any other person (whether or not a Member).

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

- (a) Proof of due notice of meeting;
- (b) Reading and disposal or any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Unfinished business
- (e) New business;
- (f) Adjournment.

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

4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members, or their authorized representatives, and Board members at any reasonable time.

4.15 Resignations. Any Director 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 in the Condominium owned by any Director shall constitute a written resignation of such Director.

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

ARTICLE V

Authority of the Board

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

- a. To make and collect dues and assessments against Members to defray the costs, expenses, and losses of the Docks Association. To levy special assessments or other charges against Members for unpaid charges for maintenance, repair, or replacement, which is the Member's responsibility, or for any other purposes authorized by State law, these Articles and/or the By-laws.
- b. To use the proceeds of assessments and charges in the exercise of its powers and duties.

- c. To buy, lease, own, operate, and mortgage both real and personal property for Docks Association use, and to sell or otherwise dispose of property so acquired.
- d. Employing and dismissing the personnel necessary for the maintenance and operation of the dock slips.
- e. Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- f. To approve or disapprove the leasing, transfer, ownership and possession of dock slips.
- g. To maintain, repair, replace, reconstruct, add to, and operate the dockage area for use by its Members in accordance with the provisions of these Articles, the By-Laws, or the Declaration of Condominium of Overlook.
- h. To purchase insurance upon the property and insurance for the protection of the Docks Association, its officers, directors and Members.
- i. To reconstruct and repair improvements after casualty, and to construct additional improvements on the dock property.
- j. To make and amend Rules and Reasonable regulations for the maintenance, conservation and the use of the dock property and for the health, comfort, safety and welfare of the Members.
- k. To enforce by legal means the provisions of these Articles, the Bylaws of the Docks Association, the Rules and Regulations and other documents governing the Docks Association, as amended from time to time, for the use of the docks.
- l. To contract for the management, maintenance, and operation of the dockage space
- m. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant leases of those portions for this purpose.
- n. To levy fines and/or suspend use rights for violations of the Rules and Regulations, or violations of the provisions of these Articles of Incorporation, and/or the By-laws. No fine shall exceed \$100.00, or \$100.00 per day for continuing violations (or such greater amount as may be permitted by law from time to time) nor shall any fine be levied except after giving fourteen (14) days reasonable notice and opportunity for a hearing before the Board to the affected Member and, if applicable, his tenant, licensee or invitee.
- o. To contract for the management and maintenance of the dock property and to authorize a management agent to assist the Docks Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the property with such funds as shall be made available by the Docks Association for such purposes. The Docks Association and its officers shall however, retain at all times the powers and duties granted by the Florida Not For Profit Act, these Articles, the By-Laws,

including, but not limited to, the making of assessments and dues, promulgation of rules and execution of contracts on behalf of the Docks Association.

- p. To appoint committees to assist in the functioning of the Docks Association and to make recommendations to the Board of Directors.
- q. To manage and operate the Association property pursuant to the provisions of the Submerged Land Lease and the Marine Facility Operating License, and any extensions or modifications thereof.
- r. The Docks Association shall have all of the powers granted to it in the Declaration of Condominium of OVERLOOK, a condominium, as is recorded in the Public Records of Broward County, Florida.

ARTICLE VI

Officers

6.1 Executive Officers. The executive officers of the Docks Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors 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 Docks Association.

6.2 President. The President shall be the chief executive officer of the Docks Association. He shall have all of the powers and duties that are usually vested in the office of a president.

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 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 shall attend to the giving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Docks Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Docks Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of and as may be required by the Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Docks Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Docks 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 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 Docks Association in such depositories as may be designated by a majority of the Board of Directors.

6.6 Resignation. Any 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.

ARTICLE VII

Fiduciary Duty

The officers and directors of the Docks Association have a fiduciary relationship to the Members. An officer, director or manager may not 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 Docks Association. 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.

ARTICLE VIII

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 Docks Association, nor preclude contracting with a Director or officer for the management of the Docks Association 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.

ARTICLE IX

Fiscal Management

9.1 Budget. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Docks Association to determine the amount of dues and assessments payable by the Members to meet the expenses of the Docks Association. Such Assessments shall be due in equal installments, payable in such frequency and on such due dates as the Board of Directors may from time to time adopt. 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 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. 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 the Board of Directors may direct. .

9.2 Special Assessments. If the annual assessments prove insufficient, special assessments may be levied and shall be paid in such manner as the Board of Directors of the Docks Association may require in the notice of such assessments.

9.3 Depository. The depository of the Docks Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Docks Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by at least two (2) directors as are authorized by the Board. All sums collected by the Docks Association from dues, assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

9.4 Penalties, Acceleration of Installments Upon Default. If a Member shall be in default in the payment of an installment upon his assessments, the Board of Directors may charge an applicable late fee in amount deemed reasonable by the Docks Association subject to the limits of Florida Law and interest at the highest rate allowable by law from the date due. Any payments received from the delinquent member shall be first applied to any interest, then to any administrative late fee, then attorney's fees and costs, and then to the delinquent assessments. In addition, the Docks Association or its agent may accelerate the next remainder of the assessments due during the budget year upon thirty (30) days' prior written notice to the Member, and the then unpaid balance of the assessments or dues for the remainder of the budget year shall be due upon the date stated in the notice, but not less than fifteen (15) days after delivery of the notice to the Member, or not less than thirty (30) days after the mailing of such notice to him by certified mail, whichever shall first occur.

9.5 Liability. Each Member, regardless of how assignment to the Dock space is acquired, shall be liable for all Assessments coming due while he is a Member. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any dock space for which the Assessments are made or otherwise.

Failure of the Member to pay Assessments when due shall entitle the Association to all remedies available at law to recover the amounts due and may by lawsuit or otherwise recover such delinquent amounts. The Association shall hold a lien against the slip and vessel of any member docked at the Association for delinquent Assessments or other monetary obligations owed to the Association.

ARTICLE X

Boat Slip and Boat Slip Area Restrictions

10.1 All operators of vessels shall observe all posted speed limits and other rules and all "rules of the road" when in the Intracoastal Waterway where the Dock Area is located. Vessels shall at all times comply, and be operated in compliance, with all applicable Association, Overlook Condominium, city, county, state and federal laws, rules and regulations pertaining to the operation and storage of watercraft. Boat Slip Assignees must comply with the terms of all permits, as same may be amended. Only vessels belonging to Members (or their tenants) of the Overlook Condominium may be moored.

10.2 Boat Owners are solely responsible for the proper mooring of their vessels and are required to maintain mooring lines in good condition and sufficiently strong to secure their vessels at all

times. All mooring lines shall be kept on the vessel when not in use. Any special mooring rules or procedures issued by the Docks Association shall be complied with at all times. If an Owner does not properly moor his/her vessel and the Docks Association must secure it, the Docks Association can charge such Owner and/or Member or renter for all costs associated with securing such vessel.

10.3 No fish or other marine life of any kind shall be cleaned, prepared or processed in any manner on any vessel or the Docks Association property, except in those portions of the Dock Area specifically designated for such use by the Board of Directors, if any. The dumping of fish remains on the Association Property or in the waterway adjacent thereto is strictly prohibited.

10.4 No improper, offensive, hazardous or unlawful use shall be made of the Dock Area or any part thereof, and all laws, zoning ordinances and regulations of all governmental or quasi-governmental authorities having jurisdiction thereover shall be observed.

10.5 No open fires shall be permitted on any vessel.

10.6 The Docks Association shall have the right to inspect any vessel in the Dock Area. All vessels must be able to operate on their own power. The Docks Association shall have the right (but shall not be required) to remove any vessel from the Dock Area which fails to comply with said regulations.

10.7 No improvement of any nature shall be erected, placed or altered on the Dock Area including, but not limited to, any water areas therein without the express written permission of the Docks Association. No carts, tables, maritime equipment or any other similar objects shall be stored anywhere on the dock piers without the Docks Association express written permission. Any change in the exterior appearance of any piling, pier or bulkhead or other structure or improvements, and any change in the appearance of the landscaping, shall be accomplished only by the Docks Association or pursuant to their express written permission. The Docks Association shall have the power to promulgate additional rules and regulations in such regard as it deems necessary to carry out the provisions and intent of these By-Laws.

10.8 Any vessel moored, parked or stored in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted and in accordance with applicable laws and ordinances may be removed by the Docks Association (but the Docks Association shall not be required to do so) at the sole expense of the owner of such vessel. The Docks Association shall not be liable to the Member (or the owner of any Vessel) for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such lawful removal.

10.9 No Member or vessel owner shall permit or suffer anything to be done or kept in the Dock Area which will increase the insurance rates of his Boat Slip, or the Dock Area or which will obstruct or interfere with the rights of other Members or Boat Slip assignees. Each Owner shall maintain adequate hull, fire, theft liability insurance on their vessels and such other reasonable insurance as may be designated by the Docks Association.

10.10 The Docks Association shall not be liable for loss of or damage to any property left or stored by the owner of a vessel or any other person in or upon the vessel or to the Dock Area. All vessel owners, their lessees and invitees, shall be deemed to automatically agree to indemnify and hold

harmless the Docks Association, its agents, employees and designees from and against any and all loss, expense or damage incurred in connection with any such claims.

- 10.11 The Docks Association shall maintain books and records documenting the rental payments or transfer fees payable under the Submerged Land Lease or Marine Facility Operating license, if any. Any instrument or assignment by an assignor that transfers rights to use a boat slip to another Member, or any other individual, shall contain a provision requiring payment of 6% of any gross income derived to the State of Florida, as may be required in the Submerged Land Lease, the Marine Facility Operating License and/or as may be required by the State of Florida from time to time to the Docks Association. Further, any Members who receives an assignment to use a boat slip shall be responsible for paying his or her share of the rental payments due under the Submerged Land Lease or Marine Facility Operating License, if any. Each Member agrees to notify and promptly pay such amount to the Docks Association within fifteen (15) days of receipt of such gross income. Each Member agrees to defend, indemnify and hold harmless the Docks Association for all transfer fees, rents, or other charges, including attorney's fees and costs which may be incurred as a result of the receipt of income which triggers any payments imposed by the State of Florida.

ARTICLE XI

Maintenance, Repairs, and Alterations

- 11.1 Common Area Dock: The Docks Association shall be responsible for the maintenance, repair, and replacement of the common area dock and common area dock pilings thereon. Each Member or tenant shall promptly report to the Association, or its agents, any defect or needs for repair in the common area dock for which the Association is responsible to maintain and repair.
- 11.2 Finger Docks. All maintenance, repairs and replacements of, in or to any finger docks, structural or nonstructural, foreseen or unforeseen, ordinary or extraordinary, including but not limited to its pilings, cleats, boat lifts, and other property located thereon shall be performed by the Member who is assigned and uses such dock slip. All finger docks shall be maintained in a good condition and repair, according to standards as determined by the Board of Directors from time to time. Every Member must perform promptly all maintenance and repair work on his finger dock, as aforesaid, which if not performed would affect the Association Property, a dock belonging to another Member, or the safety of any person, common area dock or finger dock. Each Member shall be expressly responsible for any damages and liabilities that his failure to perform his above-mentioned responsibilities may engender.
- 11.3 Compliance. In the event a Member, tenant, or occupant fails to perform his maintenance obligations hereunder or fails to observe and perform all of the provisions the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Association Property in the manner required, the Association shall have the right to (i) proceed in a court of equity to require performance and/or compliance, (ii) to impose any applicable fines, (iii) to sue in a court of law for damages, or both, and (iv) to charge the Member for the sums necessary to do whatever work is required to put the Member or dock slip space in to compliance. In lieu thereof, and in addition thereto, the Association, through its Board of Directors, shall have the right to enter upon the any dock slip and/or finger dock to perform such work to bring the dock slip into compliance which shall not be deemed a trespass and the Association shall have the right to levy an assessment

against the owner of said dock slip, which assessment shall have the same force and effect as all other special assessments. All rights shall be cumulative and no exercise of one right shall result in the waiver of any other right afforded hereunder.

11.4 Negligence. A Member shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees.

11.5 Alterations. No Member, tenant, guest, or invitee shall make any alterations, improvements, or additions to any Association property, including the common area dock or to the finger docks, without the express written permission of the Association's Board of Directors.

ARTICLE XII

Assignments, Leases and Transfers

12.1 Notice and Approval. No Member shall assign, lease, gift, or otherwise transfer his or her dock slip without the prior written approval of the Association Board of Directors, which shall not be arbitrarily or unreasonably withheld. A member seeking to make a bona fide assignment, lease, transfer or gift of their slip shall give the Association notice of such intention, together with the name and address of the intended purchaser, tenant or assignee, a completed application (provided by the Association) and such other information concerning the intended assignee that the Association may reasonably require at least thirty (30) days prior to such transfer. Every request for approval of a proposed assignment, lease, or other transfer, shall be accompanied by an approval fee, per applicant, in an amount determined by the Board of Directors. The prospective assignee may be required to submit to a background investigation and/or interview with the Board of Directors. The Association shall either approve or deny the prospective assignee within thirty (30) days of a receipt of a fully executed application and all required information. After approval, and within (10) days of the transfer, the Member shall provide to the Association a copy of the fully executed assignment to the dock slip.

12.2 Limitations. As assignment to dock slips is limited to Unit Owners in the Overlook Condominium only. Members shall be provided six (6) months from the sale or transfer of their condominium unit to assign or transfer their dock slip to another condominium unit owner. Said Member's boat may continue to be docked for such six (6) month period. Should the Member be unable to assign or transfer their dock slip, they may apply to the Board of Directors for a hardship exception, which shall not be unreasonably withheld, to allow for the continued use, or rental of their dock slip to a Resident of Overlook Condominium, however, no hardship exception shall extend beyond an additional eighteen (18) months. If the Member fails to assign or transfer their dock slip within such additional eighteen (18) month period, the Association may bring an action at law, or in equity to compel compliance with the transfer of the dock slip.

ARTICLE XIII

Amendments

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 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 members of the Docks Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided that such approval or disapproval is delivered to the Secretary at or prior to the meeting, however, the agreement or disagreement may not be used as a vote for or against the action taken and may not be used for purpose of creating a quorum. The approval must be:

- a. By not less than a majority vote of the entire membership of the Board of Directors and by not less than a majority vote, in person or by proxy, of the entire membership of the Docks Association; or
- b. By not less than seventy-five (75%) percent of the entire membership of the Docks Association.

13.3 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 By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Docks Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the county. No by-law shall be revised or amended by reference to its title alone. Proposals to amend existing by-laws shall contain the full text of the by-law to be amended, new words should be added to 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 amendment, it is not necessary to use underlining and hyphens, rather, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of by-law. See by-law ... for present text."

ARTICLE XIV **Rules and Regulations**

The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except, Members of a majority of the dock slips may overrule the Board with respect to any such modifications, amendments or additions, copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Member not less than thirty (30) days prior to the effective date thereof.

ARTICLE XV **Enforcement**

15.1 Negligence. A Member shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees.

15.2 Compliance. In the event a Member, tenant or occupant fails to maintain a dock slip or fails to cause such slip to be maintained, or fails to observe and perform all of the provisions of the By-

Laws, the Articles of Incorporation of the Docks Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Association Property in the manner required, the Docks Association shall have the right to proceed in a court of equity to require performance and/or compliance to sue in a court of law for damages or both, and to impose any applicable fines and to charge the Members for the sums necessary to do whatever work is required to put the Member or dock slip in compliance.

- 15.3 Costs or Attorneys' Fees. In any proceeding arising because of an alleged failure of a Member or the Docks Association to comply with the requirements of the Florida Not for Profit Corporation Act, the By-Laws, Articles, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).
- 15.4 No Waiver of Rights. The failure of the Association or any Member to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.