

Proposed Amended and Restated By-Laws
Of
Whittier Towers Apartments Association, Inc.
(A Florida Not-for-Profit Corporation)

ARTICLE I
NAME OF CORPORATION

Section 1. The Name of this Corporation is WHITTIER TOWERS APARTMENTS ASSOCIATION, INC. The terms "Corporation" and "Association", referring to Whittier Towers Apartments Association, Inc. may be used interchangeably.

Section 2. Its principal office is located at 1439 S. Ocean Boulevard, Lauderdale by the Sea, Florida.

ARTICLE II
OWNERSHIP
PROPRIETARY LEASES

Section 1. There shall be no stock certificates issued by this Association, but instead there shall be Proprietary Leases issued by the Association. One Proprietary Lease shall be issued to ~~each~~ of the owners of the individual apartments, together with Certificate of Membership, in the co-operative apartment known as the WHITTIER TOWERS APARTMENTS. The Proprietary Lease shall embody all the Proprietary interests and equity of apartment owners. Certificates of Memberships shall merely evidence approval for membership in the Association.

Section 2. All Proprietary Leases shall be signed by the President or a Vice President and Secretary or Assistant Secretary.

Section 3. The form of the Proprietary Leases, together with the Certificates of Membership, to be issued shall be initially determined by the Board of Directors of the Association. Any amendments to the form of Proprietary Lease apply uniformly to all leases. Use restrictions, allocation of maintenance responsibilities, provisions regarding enforcement of payment and use obligations and all remedies in these Bylaws control over any contrary positions in the Proprietary Leases.

Section 4. Transfers of Proprietary Leases and Certificates of Membership shall be made only in compliance with these Bylaws and shall not be reflected on the books of the Association unless and until the Board issues approval. The old Lease, properly endorsed, shall be surrendered and canceled before a new lease is issued. All transfers must be made by the holders

of Proprietary Leases and Certificates of Membership or by their legal representatives and all of the transfers are subject to provisions of these By-Laws.

Section 5. In case of the loss or destruction of the Proprietary Lease, a new Proprietary Lease shall be issued only upon the giving of satisfactory proof to the Board of Directors of such loss or destruction. Any new lease shall be plainly marked "duplicate" upon its face. The Board may require, in its discretion, the owner or legal representative of the owner to make an affidavit setting forth such facts as to the loss as it deems necessary and to give the Association a bond or other assurances to indemnify the Association.

The Association shall be entitled to treat the registered holder of any lease as its full owner and unless express notice is given to the Association of any interest not appearing upon the face of the Lease, it shall not be required to recognize such interest.

Section 6. Each Lease shall entitle the owner and holder to one vote (per lease) in the management of the Association.

Section 7. The Association shall maintain a suitable register for the recording of pledged or mortgaged Leases. Any pledgee or mortgagee of Lease may, but is not obliged to, notify the Association of the pledge or mortgage and its terms, furnishing the Secretary of the Association with such information as may be required by the Board of Directors. In the event notice of default is given any lessee under the applicable provisions of the By-Laws, a copy of such notice shall be mailed to the registered pledgee likewise. In addition, in event of the sale of the Association of its assets and prior to the distribution of the proceeds to the Lessees, suitable notice shall be given all registered pledgees or mortgagees. No other obligation is accepted or assumed by the Association with respect to such registration of pledged Leases, except as set forth in Section 8.

Section 8. The Association shall have a first lien upon all of the individual leases and Cooperative Unit registered in the name of each owner for debts due, charges payable or becoming payable to the Association by the owners and to secure the performance by the Member of all the covenants and conditions of said Cooperative Documents to be performed or complied with by the Member. Upon any default by the Member in the payment of any of the charges or other indebtedness due from him to the Association, upon default by the Member under the terms of his or her Owner's Proprietary Lease, or under the terms of these Bylaws, the Association shall have the right to enforce said lien by bringing an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments.

ARTICLE III
OWNERS' MEETINGS

Section 1. The annual meeting of the Owners shall be held in each year at on the date at the time and place selected by the Board of Directors and set forth in the notice of meeting. At the annual meeting, the Shareholders shall elect Board members by plurality vote (no cumulative voting permitted) and shall transact such other business as may be properly brought before the meeting.

"Owners" shall be entitled to one vote per apartment unit, so long as voting rights haven't been suspended as authorized herein. If ownership is vested in more than one (1) person, all persons named on the Proprietary Lease shall be authorized to attend meetings. If the ownership is vested in a trust, the trustee or the beneficiary of a trust shall be deemed the Owner so long as the beneficiary resides in the apartment or is the spouse of a Shareholder residing in the apartment with the Shareholder.

Section 2. A special meeting of the Apartment Owners may be held at such places as determined by the Board and may be called at any time by the president or by a majority of the Board of Directors. The President of the Association or the majority of the Board of Directors shall direct the Secretary of the Association to mail, electronically transmit or serve written notices of the meeting to all Owners. Special meetings shall also be called by the President upon the request of a majority of the Lease Owners of sold or unsold apartments. The President, under these circumstances, shall direct the Secretary or management agent to electronically transmit, mail or serve the aforesaid written notices or shall issue notice themselves. All notices shall be mailed, electronically transmitted or furnished to the address of the owner as it appears on the books of the Association Notice may be waived in writing by any apartment owner, before or after the meeting.

Section 3. The owners of each apartment shall be entitled to one vote (per apartment) in person or by proxy. Those Shareholders whose voting rights are suspended shall be subtracted from the required number of votes when determining whether a quorum is present and those voting interests are likewise subtracted from the required number of votes when calculating any vote required or permitted by these Bylaws and the Cooperative Act. The vote of an apartment is not divisible, if all owners cannot agree on a vote, the vote shall not be counted. If the Proprietary Lease is owned by one or more persons, any one of them may exercise the vote for the apartment. If the Proprietary Lease is owned by a trust, the trustee or the beneficiary may exercise the vote. If the Proprietary Lease is owned by an entity, any director, officer, member or managing member may exercise the vote. Voting certificates are not necessary.

All proxies shall be in writing and shall be filed with the Association prior to meeting at which they are to be used. A notice of proxy shall be made in the minutes of the meeting.

Section 4. A quorum for the transaction of business at the annual or any special meeting shall consist of a majority of the Leaseholder Owners of apartments sold or unsold, represented either in person or by proxy; but the Owners present at any meeting, although less than a quorum, may adjourn the meeting to a future time. The vote of a majority of the Shareholders participating in any meeting at which a quorum is present shall decide any questions unless the By-Laws or Certificate of Incorporation provide otherwise, in which event the requirements of the By-Laws or Certificate of Incorporation shall control.

Section 5. Notwithstanding anything herein to the contrary, any action required or permitted to be taken at any annual or special meeting of the Shareholders may be taken by written agreement, without a meeting, signed by the Shareholders (or persons authorized to the cast the vote as set forth elsewhere), so long as the requisite number of voting interests to authorize or approve the action is obtained.

ARTICLE IV BOARD OF DIRECTORS

Section 1. The property, business and affairs of the Association shall be managed by a Board of five Directors. Directors terms shall be three (3) years and Directors shall hold office until the annual meeting at which their term expires or until their successors shall have been elected and qualified. All Directors shall be Shareholders, the trustee of a trust owner or the beneficiary of a trust so long as the beneficiary resides in the apartment or the spouse of a Shareholder residing in the apartment with the Shareholder. Transfer of ownership shall automatically operate as a resignation.

Section 2. In order to create a staggered electorate, the two (2) candidates receiving the highest vote at the first annual meeting after the effective date of these Bylaws shall serve a term of three (3) years, the next two (2) candidates shall serve a term of two (2) years and the last candidate shall serve a term of one (1) year. All directors thereafter elected shall serve a term of three (3) years. In the event that there is no election, such as in a case where there are fewer pre-qualified candidates than open seats, the Directors who are seated shall agree amongst themselves which seats each shall fill. This decision and term of each Director shall be recorded in the minutes. In the event the Directors cannot agree on which among them shall serve the lengthier and shorter terms, the terms shall be determined by lot.

Section 3. Election of Directors:

- A. The election shall be held at the annual meeting;
- B. Elections shall be decided by plurality vote and cumulative voting is prohibited;
- C. There is no quorum requirement, however at least twenty (20%) percent of the eligible votes must be cast in order to have a valid election;
- D. Written notice of the election and annual meeting shall be mailed, hand delivered or electronically transmitted at least sixty (60) days before the election;

- E. Any Shareholder or other eligible person desiring to be a candidate for the Board must provide the Association with written notice of such at least forty (40) days prior to the election;
- F. Upon timely request of the candidate, the Association will include, with the second notice of election, an information sheet. Said information sheet must be received by the Association at least thirty-five (35) days prior to the election;
- G. Not less than fourteen (14) days before the election, the Association shall mail, electronically transmit or deliver the second notice of the election to the Shareholders;
- H. The ballot for the election shall indicate in alphabetical order by surname each qualified candidate who gave timely notice as set forth in (E) above, unless such person has, prior to mailing the ballot, withdrawn his or her candidacy in writing; and
- I. Notwithstanding anything herein to the contrary, an election is not necessary unless there are more eligible candidates than vacancies.

Section 4. In the event of a vacancy occurring in the Board of Directors for any reason-other than a vacancy caused by recall of the majority of Directors, the remaining Directors, even if less than a quorum, shall designate a competent person of legal age to serve as a Director for the unexpired portion of the term of the former Director. Any member of the Board may be recalled and removed from office with or without cause by the majority of the Shareholders. The recall shall be governed by the applicable provisions of the Cooperative Act and Florida Administrative Code, as amended from time to time.

Section 5. Regular meetings of the Directors may be held at such time and place as shall be determined by the President. Notice of meetings shall be given personally to each Director by mail, telephone or electronic transmission at least forty-eight (48) hours prior to the meeting. The Directors may establish a schedule of regular meetings to be held in the offices of the Association and no notice shall be required to be sent to the Directors of such regular meetings once the schedule has been adopted. Notice of Board meetings (regular or special) shall also be posted in a conspicuous place on the Cooperative property at least forty-eight (48) hours preceding the meeting, except in emergencies or in the event the agenda includes non-emergency special assessments or changes to rules and regulations regarding the use of the apartment. Notice of committee meetings is only required for the budget committee or if the committee intends to take final action on behalf of the Board at the meeting. Written notice of meetings to levy special assessments, adopt rules regulating use of the apartment or to adopt the budget shall be posted and mailed, delivered or electronically transmitted to the Shareholders at least fourteen (14) days before the meeting. Evidence of compliance with notice requirements shall be made by affidavit or other proof of distribution.

Section 6. Special meetings of the Board of Directors may be called by the President and, in his or her absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving notice as hereafter provided.

Section 7. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to actual notice. Attendance by any Director at a meeting shall constitute a waiver of notice, except where the attendance is solely for the purpose of objecting to transacting business because the meeting was not lawfully called.

Section 8. A quorum for the transaction of business at any annual, regular or special meeting of the Directors shall consist of a majority of the members of the Board; but a majority of those present at any annual, regular or special meeting shall have the power to adjourn the meeting to a future time. Directors may meet, attend and vote by telephone, provided that the telephone conference is conducted in a manner that permits those attending to hear all discussion.

Section 9. The Directors shall elect the officers of the Association at its organizational meeting. An officer may be removed at any time by a majority of the Board of Directors.

Section 10. The presiding officer shall be the President or his or her designee. In the absence of the President, the Vice-President may preside or designate another to preside.

Section 11. Directors shall not be entitled to compensation for their services, but shall be entitled to reimbursement of reasonable expenses incurred in connection with their service. This provision shall not prohibit the Association from hiring a Directors or entities affiliated with Directors to perform services, so long as the required disclosures are made.

Section 12. Any Board member may resign at any time by announcement at a Board or Shareholder meeting or by written resignation, which shall take effect upon receipt unless a later date is specified.

Section 13. The Board has the authority to appoint committees.

Section 14. Association Powers.

A. Access. The Association has the irrevocable right of access to each Unit during reasonable hours as may be necessary for the maintenance, repair or replacement of any Cooperative Property, to prevent damage to the Cooperative Property or to any Unit or Units, or to determine compliance. A pass key must be provided by the Unit Owner to the Association for each Unit entry door. If there is no key or operable key furnished, the Association shall be entitled to force access if necessary and/or appropriate. The Association shall notify the Owner of the intent and need to enter the Unit 48 hours in advance under most circumstances. In the event of an emergency situation, notice shall be given as soon as is practicable. All costs sustained to access the apartment shall be allocated to the Unit Owner as a Charge, including but not limited to any damages to the door, door hardware and the like.

B. Assessments and Charges. The power to make and collect regular and special Assessments and other Charges against Unit Owners, to establish fees for services performed by the Association and/or the exclusive use of portions of the Cooperative and to lease, maintain, repair, and replace the Property.

C. Regulations. The power to adopt and amend Rules and Regulations regarding the operation of the Association and use, appearance, maintenance, transfer and administration of the Cooperative Property.

D. Lease of Cooperative Property. The power to lease Cooperative Property, as authorized by the Board of Directors, including, but not limited to, the lease of Building roof areas and the like for antennas or other telecommunications and similar equipment.

E. Limitation Upon Liability of Association. Notwithstanding the duty to maintain, repair, replace, insure or reconstruct parts of the Cooperative Property, the Association is not liable to Unit Owners or any other person for injury or damage, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any latent or unknown condition of the Cooperative Property.

Notwithstanding anything contained herein or in any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Cooperative Property.

ARTICLE V OFFICERS

Section 1. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such Assistant Secretaries or Assistant Treasurer, as deemed needful, who shall be elected for the term of one year and shall hold office until their successors are duly elected and qualified.

Section 2. All officers must be the holders and Owners of Proprietary Leases. No one shall be eligible to act as both President and Secretary.

Section 3. The President shall be the chief executive officer and shall preside at all Directors' and Owners' meetings and shall have executive powers and shall have general supervision over the affairs of the Association and other officers. The President shall sign all leases and other written contracts of the Association. He/She shall perform all other duties as are incident to his or her office.

Section 4. The Vice-President of the Association shall perform all of the duties of the President in his or her absence and such other duties as may be required by the Board of Directors.

Section 5. The Secretary shall issue notices of Directors' and Owners' meetings, and shall attend and keep the minutes of such meetings; shall be custodian of the corporate seal; shall attest with his or her signature, and all Proprietary Leases and written contracts of the Association; and shall perform all such other duties as are incident to his or her office. The duties of the Assistant Secretary shall be the same as those of the Secretary.

Section 6. The Treasurer shall be head of the Finance Committee and Director of the Budget and shall have custody of all Money and securities of the Association and the Association shall procure a fidelity bond and/or dishonesty coverage for any officer with authority to sign checks or transfers from Association funds, in such sum as the Directors may require. He or she shall keep regular books of account and shall submit them, together with all vouchers, receipts, records and other papers, to the Directors for their examination and approval as often as they may require; and shall perform all such other duties as are incident to his or her office.

Section 7. Any vacancy in the office of President, the Vice President, the Treasurer, Secretary, Assistant Secretary(ies), or Assistant Treasurer(s) or any other officer or employee for any reason whatsoever shall be filled by the Board of Directors, who shall elect a successor to the vacant office, who shall hold office for the balance of the unexpired term.

ARTICLE VI FINANCE

Section 1. The funds of the shall be deposited in such banks and depositories as may be determined and approved by the Board and the funds shall be withdrawn only upon check or order of one of the officers and countersigned by one of the other officers.

Section 2. For accounting purposes, the Association shall operate upon the calendar year beginning on the first day of January and ending on the 31st of December of each year. The Board of Directors is expressly authorized to change this fiscal year at any time.

Section 3. All funds collected by the Association shall be maintained separately in the Association's name.

Section 4. The Association shall obtain and maintain fidelity bonding of all persons who control or disburse Association funds.

Section 5. The Board shall have a complete set of financial statements prepared on a yearly basis, to be compiled, reviewed or audited as required by law. The Shareholders may vote to waive or reduce the level of financial statements and prepare a financial report in lieu thereof. A financial report shall show the amounts of receipts by classifications and reflect expense classifications as required by law.

ARTICLE VIII
CLASSES OF PROPRIETARY LEASES

Section 1. There shall be two types of ownership of Proprietary Leases issued by the Association-Resident and Special Proprietary Leases. A Resident Owner shall be defined as any person or persons owning a Proprietary Lease under which the Owner is currently entitled to full occupancy rights and carries with it full voting rights in the affairs of the Association. A Special Ownership is defined as any person, firm or corporation owning a Proprietary Lease without occupancy rights having been granted by the Board of Directors. Special Ownership shall carry with it the right to vote with Resident Owners on all matters.

The Association shall be entitled to issue a total of approximately fifty (50) Resident or Special Proprietary Leases.

Section 2. The holder of a Resident Proprietary Lease who has been approved by the Board of Directors shall be entitled to full occupancy rights in the apartment covered by the Proprietary Lease pursuant to the House Rules and Regulations and By-Laws of the Association.

In the case of Special Proprietary Lease the Owner itself is not entitled to full occupancy rights, but shall have designated a primary occupant or occupants to be approved by the Association. Any occupancy other than the designated primary occupant or occupants shall be treated as guests or tenants as otherwise provided herein. A change in designation of primary occupant or occupants shall be treated as a transfer subject to approval, triggering the application, background investigation and interview otherwise required for transfer approvals. The term "sub-lease" shall be used interchangeably with the term "lease" or "rental" and must be approved as stated herein.

The purpose of these provisions is to permit corporations, trustees or other legal entities to hold title to Special Proprietary Leases for the use and benefit of primary occupants who will actually occupy the apartment in accordance with these By-Laws and the rules and regulations of the Association, and to permit Resident Owners whose occupancy rights have been terminated as provided in these By-Laws, but whose lease has not been terminated, to retain their equity rights. All occupants of Special Proprietary Lease apartments must be approved by the Board of Directors upon submission of personal history data and personal interview, if required.

Section 3. In the event of a sale or transfer by an Owner of his or her Proprietary Lease, and upon due notice to the Association of such sale of the apartment unit assigned to him, whether voluntary or involuntary (excepting, however, transfer by way of pledge only in trust with occupancy rights retained by the Lessee), all occupancy rights of the lessee, and those in possession by virtue of his prior ownership, including any sub-lessee, shall cease and terminate unless provisions are made with the vendee or transferee to purchase subject to an existing sub-lease, in which case the approved subtenant may continue to reside in the unit for the duration of the existing lease and any approved renewals and/or extensions. Notwithstanding, the vendee

or transferee shall be deemed the owner of the apartment unit under the Proprietary Lease, but without the rights of occupancy, unless and until such rights are duly approved by the Association.

Approval of the rights of occupancy shall not be denied any transferee who acquires ownership as a result the death of a Resident Owner of a Proprietary Lease if the transferee was the Resident Lessee's lawful spouse or domestic partner.

In the event of the death of the owner, should the Proprietary Lease be held by approved persons as a tenancy by the entireties, or of joint tenancy with right of survivorship, the transfer of the Proprietary Lease to the survivor shall be accomplished automatically and approved by the Board of Directors, so long as the survivor was initially approved for occupancy by the Board of Directors when the Proprietary Lease was issued. In the event the surviving spouse was not approved for occupancy, the leasehold interest owned by the transferee shall be deemed a Special Owner without occupancy rights unless and until approved as elsewhere required.

Section 4. Subleasing or Rental Restrictions. The Owner of a Proprietary Lease, whether Resident or Special, may only sublet, lease or rent the apartment premises assigned to Proprietary Lease in accordance with the provisions set forth in these By-Laws.

In the case of a Special Owner, a sublease, lease or rental shall also terminate upon the death of the sublessee, tenant or occupant.

- (a) The subleasing of a leased apartment must be approved by the Board of Directors, not only with reference to the occupants of the apartment, but also with reference to the period of time for the sublease. An Owner desiring to sublease, rent or lease an apartment shall provide the Association with notice of such intent, a fully executed copy of the proposed lease, payment of an investigation fee in amounts permitted by law and such other information as may reasonably be required by the Board of Directors. In the absence of the written approval of the Association, the lease, sub-lease or rental shall not be made and the intended tenants, lessees and/or occupants shall not be entitled to occupancy. Any occupancy in violation shall be deemed a material breach of these Bylaws.
- (b) Sub-subleasing is prohibited.
- (c) No sublease or rental may be for a term of less than one (1) month or more than twelve (12) months.
- (d) Only two (2) subleases or rentals are permitted from each calendar year.
- (e) No leases, subleases or rentals may be renewed or extended without the advance approval of the Board of Directors, however, no fee is required for the Board to consider the renewal, extension or new lease with the same tenants or occupants already approved for occupancy. If the Association does not approve a renewal or extension, the tenant shall vacate and failure to do so constitutes a material breach of these bylaws.

- (f) Sub-lease or rental of more than two (2) Cooperative Units by any Owner or his/her spouse or immediate family member, regardless of whether title is held in the sole name of one or more Owners is prohibited. This provision is intended to allow ownership of multiple units by a single person individually or in conjunction with members of the Owner's immediate family but limit the number of Cooperative Units rented or subleased by said Owner or his/her family members.
- (g) Approval of a sub-lease or rental shall be conditioned upon payment of a security deposit in the amount of up to one-month's rent, to be held in a non-interest bearing account, to protect against damages to common area, Association property or other portions of the Cooperative Property.
- (h) If a tenant, Subtenant or occupant fails to abide by the Cooperative Act, the Cooperative Documents including but not limited to House Rules as they may be amended from time to time, the Owner shall bear responsibility for any damages or injuries to persons or property and shall have the duty to bring the tenants' (sub-lessees or occupants') conduct into compliance by whatever action is necessary including eviction. If the Owner fails to bring the conduct into compliance, the Association shall have the right, but not the obligation, to act as agent of the Owner for purposes of eviction, suit at law for damages, injunctive relief or such other legal, administrative or equitable proceedings available under the circumstances. All costs and reasonable attorneys' fees incurred in connection with enforcement of the Cooperative Documents against any Owner and/or subtenant shall become a charge against the apartment and may be collected in the manner set forth in Article VIII hereof.

Any approval of the sublease shall not release that Owner and Lessee from the obligations of the Cooperative Documents ~~lease~~.

Section 5. Transfers Subject to Approval. The owner of a Proprietary Lease, whether Resident or Special, may transfer the Proprietary Lease to the apartment only with the consent in writing of the Board of Directors. The Board of Directors may designate one or more officers to execute such consent on its behalf. The following transfers are subject to approval and any transfer undertaken without the written approval of the Board of Directors is invalid and unenforceable, except as specifically provided herein to the contrary:

- (a) All sales or conveyances of title to the Cooperative Unit;
- (b) All sub-leases or rentals;
- (c) All transfers by gift;
- (d) All transfers by devise or inheritance; and
- (e) Any other transfer of title to or intended possession of a Cooperative Unit.

All transfers subject to approval shall require, as a condition of the approval, payment of an application fee not to exceed the maximum permitted by law. At present, the Cooperative Act

permits a transfer/application fee of up to \$100 per adult applicant, with married couples counting as one occupant for this purpose.

The application for the transfer must fully set forth the name and address of the party or parties to whom the Lease is to be transferred and specifically identify all proposed occupants, together with at least (3) business and three (3) personal references for the transferee. The Board of Directors shall have thirty (30) days in which to investigate the transferee and during which they may approve or disapprove of the transfer or request additional information. In the event that the Board of Directors shall fail to act within 30 days from receipt of the last information, documentation or personal interview requested by the Board of Directors, the transfer shall be deemed approved. The Owner shall provide the Association with a copy of the documentation associated with the intended transfer, including but not limited to the contract for sale and purchase, the Letters of Administration designating the Personal Representative in connection with a deceased Owner's estate or other Probate files and such other and further information regarding the intended transferee(s) or occupants as the Board may reasonably require. In the case of a gift, the Association shall be entitled to evidence of a lack of consideration for the transfer.

Section 6. Approval. In the event the Association approves the transfer of title, it shall issue a Proprietary Lease as set forth above and execute an Assignment or other certificate of approval as appropriate.

Section 7. Disapproval for Cause.

In the event the Board of Directors rejects a proposed transfer of title for good cause, the transfer shall not be made. If good cause exists for the Association to disapprove a proposed sale, conveyance, or transfer by gift, it shall not be obligated to redeem the Cooperative share, purchase or designate a substitute purchaser for the Cooperative Unit. Good cause shall include the following:

- (a) The applicant, the ownership or the proposed occupancy, fails to conform to the limitations, restrictions and/or requirements of the Cooperative Documents;
- (b) The person seeking approval (regardless of whether said approval is sought for ownership or occupancy) has been convicted of a felony involving violence, a felony or misdemeanor where the victim is/was a child or has registered as a sex offender or sexual predator;
- (c) For transfers by sale, the person seeking approval has a history of financial irregularities; bankruptcies, poor financial history or does not sufficient income to satisfy all financial obligations associated with the Cooperative Unit after taking into account other financial obligations;
- (d) The person seeking approval has a history of disruptive behavior or disregard for the rights and/or property of others as demonstrated by his/her conduct in this Cooperative as a tenant, Subtenant, guest, owner or occupant;

- (e) The applicant fails to comply with these transfer approval procedures, takes possession of the Unit prior to approval or provides materially false and/or misleading information on the application.
- (f) No transfer of title will be approved if there are any outstanding financial obligations associated with the subject Unit owed to the Association or if an uncured violation has not been remedied, unless satisfactory arrangements are made to cure the violation and/or satisfy the debt owed to the Association.

Section 8. Disapproval of Devise or Inheritance. If ownership of a Cooperative Unit is obtained by devise, gift, inheritance or operation of law, and demand is made for compensation at the time approval is sought in the event of disapproval by the Board of Directors, then within thirty (30) days after the Association's receipt of notice of acquisition of title along with the application for transfer approval, all other documentation and fees required, the Association shall deliver a written offer to purchase the Unit or designate a substitute approved purchaser to do so and to whom the applicant must convey title with the sale price based upon fair market value determined by agreement of the parties. In the event the parties cannot agree, the fair market value shall be determined by arbitration. Each party shall select a licensed real estate appraiser to the arbitration panel and the sales prices shall be the average of the two appraisals. Either party shall be entitled to a judgment for specific performance of the sale at the price determined by the arbitrators. In such action for specific performance, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, through appellate levels.

Section 9. The Secretary of the Association shall maintain a register showing the Owners and holders of all Proprietary Leases together with a list of any approved subleases, tenants or subtenants of the apartments.

Section 10. Any application for a transfer of a Proprietary Lease of a sublease of any apartment shall be accompanied by an application fee in the amount of One Hundred Dollars (\$100.00) or such other amount as permitted by law to cover the cost of checking the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors.

Section 11. In the event of a transfer by sale, lease, sublease, gift or otherwise occurs in violation of the Cooperative Documents or without notice to and approval of the Association or without the intended occupant being screened and approved, the transferee shall have no right to occupy the Unit and such ownership shall be limited to a Special Ownership unless and until the Association approves an occupant. The information obtained by the Association in connection with its screening investigation shall not be shared with any Owner or third parties, except as required by law or in connection with professional consultations.

ARTICLE VIII
ASSESSMENTS

Section 1. The various Owners of Proprietary Leases, whether Resident or Special, shall be subject to the payment of assessments for the upkeep and maintenance of the corporate property, together with ground rentals, operating costs and other operating items.

The Board of Directors of Lessor from time to time shall fix and determine the sums of money needed for operation of the Association. It shall determine the amount required for operating items, such as ground rentals, maintenance, taxes, insurance, repairs, betterments, utilities and the pro rata cost of salaries of a manager (if and as the same should ever be hired) and other employees and any other sums necessary to the upkeep, operation or maintenance of the Cooperative property. The budget shall include all anticipated operating expenses and prior year deficits. Special assessments, if necessary, shall be levied and payable in the manner determined by the Board.

Any meeting at which the proposed budget of the Association (or an amendment thereto) will be considered shall be open to all Shareholders and noticed at least fourteen (14) days in advance. The Board shall endeavor to adopt the budget no later than November 30 for the following year. Notice of the meeting shall include a copy of the proposed budget. In addition to operating expenses, the budget shall include reserve accounts for capital expenditures or deferred maintenance. The amount to be reserved is computed by use of a formula based upon the estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Shareholders may vote to waive or reduce reserve funding with respect to each adopted budget.

The formula to be utilized by the Board of Directors in prorating the above assessments among the various owners, and the amount of the over-all mortgage allocated to each apartment, shall be as shown in Schedule A appended hereto as an exhibit.

B. The formula for the assessments set forth above may not be amended, except that the exact amount of the maintenance charges may be increased or decreased as aforesaid and the amount of ground rentals under the terms, present or future, of the Sublease to be held by WHITTIER TOWERS APARTMENTS ASSOCIATION, INC.

C. All assessments shall be payable on a monthly or quarterly basis as determined by the Board.

The Board of Directors shall be empowered to set up operating funds that may be replenished from time to time as needed. Special assessments as may be required shall be paid and levied as regular assessments depending upon the purpose of the assessments. The Owners agree to pay promptly when due all assessments made against their individual apartment units but no Owner shall be personally liable for corporate debts to any extent whatsoever. Regardless of how title was acquired, any Shareholder is jointly and severally liable with the previous owner

for all unpaid assessments and other charges that accrued up to the time of the transfer of title, except as expressly stated otherwise in the Cooperative Act. Liability for payment of assessments cannot be avoided by waiver of the use or enjoyment of the common areas or abandonment of the apartment. The Association shall have a first lien on the Cooperative parcel to secure the payment of assessments and all charges payable or becoming payable by the Shareholder and for all other indebtedness to the Association and to secure the performance of all covenants and conditions set forth in these Bylaws, the Proprietary Lease or House Rules.

D. In case the Directors fail to make a new assessment, the Owners agree to pay the current rate until a new rate is determined.

E. All assessments paid by individual Owners to the Association for maintenance, taxes, operations, mortgage payments, ground rentals, insurance and other operating items shall be utilized by the Association in paying the obligations of the Association as authorized by the Board of Directors. Any excess of moneys received from assessments paid by individual Owners and held by the Association at the conclusion of its taxable year, whether calendar or fiscal, shall be used by the Association to apply against future expenses of the Association or refunded.

After the Board of Directors has determined the amount of any assessments that may be necessary against all of the Owners, the Treasurer shall mail or present a statement for such amounts to each of the Owners that shall be due and payable as determined by the Board. Statements may be sent by mail, hand delivery or electronically.

ARTICLE IX DEFAULT FOR NONPAYMENT OF ASSESSMENTS

Section 1. Assessments and installments thereof not paid within ten (10) days of the date due bear interest at the highest rate allowed by law (currently 18% per annum) from the due date until paid. In addition to interest, the Association shall charge an administrative late fee in the amount of twenty-five (\$25.00) dollars or five (5%)_percent of the amount of the assessment, whichever higher. The Association may increase the administrative late fee charged in the future by Board resolution if the Cooperative Act is amended to authorize larger fees. The Association has a first lien on each Cooperative parcel to secure the payment of assessments and other charges. The claim of lien secures all unpaid assessments (regular or special) levied or which may accrue subsequent to the recording of the Claim of Lien and all special charges together with interest, late fees and all reasonable costs and attorney's fees incurred by the Association incident to the collection and foreclosure process. The Association may bring an action in its name to foreclose its lien in the same manner of a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for any unpaid amounts due without waiving its lien. The Association is entitled to recover its attorney's fees in either action. As an additional right and remedy, the Association may declare installments for the remainder of the fiscal year accelerated and the unpaid balance of the assessment for the fiscal year shall be due upon the date stated in the notice of acceleration.

Section 2. The Association has a lien against any rents derived from the apartment which lien has the same priority as the lien for unpaid assessments. Except to the extent limited by Chapter 719 Florida Statutes, the lien on rental income shall be enforceable by delivery of written notice to the Shareholder and the tenant demanding payment of rents.

Section 3. Any funds due and payable by the Association to a Shareholder under these Bylaws, the Articles of Incorporation or the Cooperative Act shall be subject to a right of set-off for any amounts due and owing to the Association.

Section 4. The Association's lien secures payment for any service which the Association provides for an individual Shareholder or expenses the Association incurs in regard to a Shareholder and which is not otherwise secured by a statutory lien for common expenses. By way of example, but not limitation, a lien for special charges exists to secure repayment to the Association when it must remove and reinstall alterations made by the owner or the predecessor in interest, to maintain, repair, replace portions of the Cooperative property for which the Shareholder bears responsibility, to address emergency situations, such as water extraction from an apartment or to repair portions of the Cooperative property damaged as a result of the negligence or intentional act of the Shareholder, his or her family members, tenants, guests and invitees. This lien for special charges is equal in priority to, shall accrue interest and late fees and shall be foreclosed in the same manner as the lien for unpaid common expense assessments.

Section 5. In the event of any intentional, inexcusable and a material breach of the Proprietary Lease or other Cooperative Documents, including House Rules, and the Association by a second notice in writing, transmitted to the apartment owner by Certified Mail, at its option, at least thirty (30) days after mailing of such second notice, may declare the lease terminated and without further force and effect, unless such default within such period has been removed. The Association then may offer for sale a substitute lease for the apartment unit at an amount determined by the Board of Directors to be its fair market value determined by arbitration using the same procedures set forth in the event the Association disapproves an inheritance, gift or other transfer without good cause shown.

Upon sale of the substitute lease, the Association shall pay to the Owner the amount of the disposal price less any unpaid assessments or charges accrued to the date of disposition, and less the costs of sale, legal fees and reasonable broker's commission and the estimated cost of placing the apartment unit, covered by the lease, in suitable condition for the new lessee. The offering of a substitute lease shall be limited to persons or entities qualified for Resident or Special membership.

Section 6. In the event that the lease has been terminated for nonpayment by the Owner of any sums due or otherwise as above provided for, the Owner or any other person or persons in possession by or through the right of the Owner shall promptly quit and surrender the apartment to the Association in good repair, ordinary wear and tear excepted, and the Association

shall have the right to re-enter and repossess the apartment without any additional notice being given to vacate the apartment or to quit its possession.

In the event that an Owner, or any other person or persons in possession by or through the right of the Owner, shall fail to vacate the apartment upon the termination of the lease as aforesaid, the Association may bring such action or actions as may be necessary under the laws of the State of Florida to effect an eviction of the Owner or other persons and regain possession of the apartment. In this connection, all of the applicable provisions of Chapter 82 and 83, Florida Statutes, are incorporated by reference and made a part of these By-Laws.

ARTICLE X

DEFAULT FOR OTHER REASONS THAN FOR NONPAYMENT OF ASSESSMENTS

Section 1. In the event of violation by the Owner, lessee or any other person or persons in possessions by or through the Owner of any of the provisions of the Owner's Proprietary Lease, Certificate of Incorporation, By-Laws or House Rules or Regulations of the Association other than the payment of assessments, the Association, by direction of its Board of Directors, may notify the Apartment Owner by written notice of such breach transmitted by Certified Mail, and if such violation shall continue for a period of thirty (30) days from the date of the Owner's notice of the existence of such violation, the Association shall have the right to treat such violation as intentional, inexcusable and material and therefore the Association, by a second notice in writing transmitted in the same manner as the first notice, at its option, at least thirty (30) days after the mailing of such second notice, may either require the Owner or Lessee to quit and surrender the apartment unit (and the Owner shall thereafter become and be Special Owner) or declare the lease terminated and without further force and effect and offer for sale a substitute lease upon the same terms and conditions as in the case when the lessee's default was for nonpayment of any sums, charges or assessments required to be paid under this lease, as set forth in Article IX of these By-Laws.

Section 2. In the event that the Board of Directors should elect to cancel or terminate the lease on thirty (30) days written notice to the lessee or any other person or persons in possession by or through the Owner for a violation of the provisions of Section 1, the Owner, lessee or any other person or persons in possession by or through the Owner shall promptly quit and surrender the apartment to the Association in good repair, ordinary wear and tear excepted, and the Association shall have the right to re-enter and repossess the apartment without any additional notice being given to vacate the apartment or to quit its possession.

In the event that an Owner, or any other person or persons in possession by or through the right of the Owner, shall fail to vacate the apartment upon the termination of the lease as aforesaid, the Association may bring such action or actions as may be necessary under the laws of the State of Florida to effect an eviction of the Owner or other person and regain possession of the apartment. In this connection, all of the applicable provisions of Chapter 82 and 83, Florida Statutes, are incorporated by reference and made a part of these By-Laws.

Section 3. In case any tenant or subtenant of a lease of any member or his or her family, shall violate any of the By-Laws or rules and regulations adopted by the Association or any statute, ordinance, rule or regulation promulgated by any governmental body, or the rules and regulations of Southeastern Underwriter's Association for the prevention of fire, or he or any member of his or her family shall do or suffer to be done upon the leased premises of the Association's property, any action or things that shall or may be of a disorderly or unlawful manner or consequence or which may cause damage to the lessor or to its premises, the Board of Directors shall have the right to terminate the sublease by giving to the occupant written notice, either through the United States Mails directed to the occupant at the apartment occupied, or by personal delivery of the notice in writing to the occupant or any member of the occupant's family to vacate the premises within ten (10) days.

The subtenant forthwith shall vacate the leased premises within ten (10) days as set forth in the notice. In the event the subtenant should fail to vacate the premises with ten (10) days the Association may bring such proceedings as are provided or may be applicable pursuant to the provisions of Chapters 82 and 83 of the Florida Statutes to evict the subtenant and the statutes are incorporated by reference and made a part of these By-Laws.

The decision to oust the subtenant shall be in the sole discretion of the Board of Directors, as the policy behind this provision is to ensure that occupants of the apartment building owned by the Association conduct themselves and their households in a manner that will maintain the high standards of a first-class apartment building.

ARTICLE XI AMENDMENTS TO BY-LAWS

Section 1. The By-Laws of the Association may be altered, amended or repealed at any regular or special meeting of Owners by a majority of the holders of Proprietary Leases of the Association, provided that the notice of the Owners' meeting has been sent out in accordance with the provisions of Article III, Section 2 of these By-Laws. The notice must advise the Owners of the general nature of the proposed alteration, amendment or repeal. These By-Laws may be altered, amended or repealed with the written consent of a majority of the Owners in lieu of a meeting.

Section 2. Anything in the By-Laws to contrary notwithstanding, the owner's Proprietary Leases, By-Laws or the Certificate of Incorporation of the Association may not be altered, amended or repealed so as to change the formula for assessments to be levied against any Owner or so as to change, in any way, the Owner's equity assigned to each of the apartment units or so as to change the voting rights of any Owner without his or her consent

ARTICLE XII
SALE, PURCHASE, LEASE EXCHANGE OR MORTGAGE OF CORPORATE PROPERTY AND
CONSOLIDATION, MERGER OR DISSOLUTION OF THE ASSOCIATION

Section 1. The property belonging to the Association shall not be sold, leased, exchanged or mortgaged as an entirety without the approval by vote or written consent of three-quarters of all the Owners of Proprietary. No additional real property shall be purchased or leased by the Association without the approval by vote or written consent of three quarters of all the Owners of Proprietary Leases.

Section 2. The consolidation, merger or dissolution of the Association shall be governed by the applicable laws of the State of Florida in existence at the time such action is taken.

ARTICLE XIII
OWNER'S EQUITY

Section 1. Each Owner shall have an equity in the apartment to which that owner holds a Proprietary Lease. The Owner's equities in the apartments are set forth in Schedule B appended hereto and incorporated herein by reference.

The percentages of ownership in the assets of the Association as set forth in Schedule B shall control in case of any distribution made to Owners by reason of any sale or other distribution of corporate assets.

Section 2. The equity of an Owner having the obligation to the Association of paying a portion of the over-all mortgage allocated to his or her apartment shall be subject to the balance of the principal and interest of the portion of the mortgage allocated to that apartment and still outstanding. The owner's equity shall be increased proportionately as payments are made by him on the portion of the principal and interest of the mortgage allocated to that apartment and still outstanding. The owner's equity shall be increased proportionately as payments are made by him on the portion of the principal and interest of the mortgage allocated to his or her apartment

Section 3. The Owner's equity assigned to each apartment in Section 1 above shall not include furniture, fixtures or furnishings or alterations or additions installed by the Owner.

ARTICLE XIV
MISCELLANEOUS

Section 1. Visitation by Guests. A "Guest" is defined as a person who enters upon the Cooperative Property at the invitation of a Unit Owner or Tenant, (or their respective families) for the purpose of visiting the Unit Owner or Tenant (or their respective families). Use or visitation without consideration (payment) distinguishes a Guest usage from a tenancy. There is no

restriction against day visits by Guests when the Owner or Tenant is present, provided that same does not create a nuisance or annoyance to other residents, nor prevent their peaceful enjoyment of the premises. Non-overnight Guests may not use the pool, parking or other facilities unless the Owner or Tenant is also present. Tenants may not have overnight guests unless they are present. Unit Owners may not have Guests occupy the unit in their absence for more than fourteen (14) days in the aggregate in each calendar year. All Guests intending to occupy a Unit in the absence of the Unit Owner must be registered with the property management company prior to arrival and must display a Guest pass on their vehicle. Unit Owners may also permit immediate family members, (defined as parents, grandparents, children, grandchildren and siblings) to occupy the Unit in the absence of the Owner for up to ninety (90) days in the aggregate per year provided that said immediate family members are identified in the Unit Owner's permanent records. The Association shall be furnished with proof of the familial relationship at least 30 days prior to occupancy if they desire to allow use of the Unit by a person or persons claimed as immediate family if said person or persons are not previously identified in the Association's records. Except as set forth above, unregistered, unidentified and non-immediate family member Guests are prohibited and will be treated as unapproved Tenants. In addition to all other available remedies, the Association may reject applications for lease and/or rental submitted by the Owner of the subject Unit for a period of one (1) year from the date of any violation of this provision.

Section 2. Unit Floor Coverings. Hard floor surfaces (tile, marble, wood, etc.) may only be installed upon prior written approval of the Board of Directors. The Unit Owner must furnish the Association with proof of the installation of appropriate sound-deadening material. Specifications for sound proofing of hard flooring (wherever located) must be approved in writing by the Board or its representative prior to installation, and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring. The Board has the authority to adopt specifications for minimum sound proofing material that will be approved.

Section 3. No Unit Owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or to remove any portion thereof or make any additions thereto or impair any easement without specific prior written approval by the Board of Directors. Additionally, in connection with the maintenance, repair and replacement obligations, the Unit Owner shall obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: excavation, relocation of utility, plumbing or electrical lines or fixtures; the use of heavy or noisy equipment; or such other actions as may cause concern for the peace and safety of the Cooperative Property and its residents. Unit Owners are responsible for the actions of their contractors and warrant to the Association, whether or not specifically made a condition of Association approval (or in cases where no Association approval is required) that all persons coming into the Cooperative Property to perform work on or services for the Unit hold all proper licenses, have obtained all proper permits, and carry such insurance as may be required by the local authorities.

Section 4. Pet Restrictions. No animals shall be kept or harbored on the Cooperative Property without the written consent of the Board of Directors. Dogs are prohibited as pets and no more than one (1) pet may be housed in any unit. Pets shall be registered with the Association and the owners shall submit evidence of inoculations. Other species of pets may be regulated and/or prohibited in Rules and Regulations adopted from time to time. Pets or animals shall not be left unattended on balconies or patios and not permitted to become a nuisance or source of annoyance to others. All pets or animals shall be properly restrained at all times when outside the unit and under the complete control of the owner/handler. All waste must be immediately picked up from common elements and disposed of properly. Litter must be bagged and sealed and deposited into the dumpster.

Section 5. Garbage and Trash. The entire property shall be kept in a clean and sanitary condition. No fire hazard is allowed to exist. Each occupant is expected to pick up their own litter and encourage others to do the same. Dumpsters are provided for trash. Miscellaneous items too large for the dumpsters must be removed from the Cooperative Property at the Unit Owner's expense and not placed or left in any Common Area (including the dumpster area). If there are any such items to be disposed of, the Unit Owner shall make arrangements for pickup at their sole cost and expense.

Section 6. Windows and Doors. No hurricane shutters or other types of enclosure may be installed on any exterior window, porch or balcony without the specific permission of the Board of Directors of the WHITTIER TOWERS APARTMENTS ASSOCIATION, INC. Unit Owners shall be required to install hurricane impact, code-compliant windows and doors that are contained within or a part of the exterior of the individual Units no later than April 1, 2022. Proof of an executed contract for the installation of the windows must be delivered to the Association on or before February 1, 2022. Should an owner fail to provide a copy of an executed contract and/or have the windows installed by the deadline dates set forth herein, the Association shall have the authority to order and install code-compliant impact windows in the unit with all costs incurred by the Association for the purchase and installation of the windows deemed a special assessment against the unit in which the windows are installed. All such windows shall be maintained, repaired and replaced by each Owner at such Owner's sole cost and expense. Windows and doors must be uniform and conform to guidelines and specifications promulgated from time to time by the Board of Directors. Any existing shutters may remain so long as they are maintained at the Owner's expense. In the event it is necessary to remove any shutter or other improvement in connection with maintenance or repair performed by the Association, reinstallation is only permitted if the item complies with the then building code and any governing ordinances.

Section 7. Vehicles and Parking. The following guidelines shall apply with regard to permitted and prohibited vehicles on the Cooperative Property. ONLY passenger automobiles, station wagons, sport utility vehicles and small pick-up trucks (up to one-half (1/2) ton capacity), may park on the Cooperative Property. Passenger vehicles must be of such dimensions and design that they shall fit within the parking space parameters. No vehicle may exceed 6'0" in

height (including all accessories thereon). All vehicles shall be maintained free of major rust, be properly painted, clean, and kept in a lawful state of repair. Guests staying more than five (5) nights must register their vehicle in advance of occupancy, obtain and thereafter display a dated guest pass on their vehicle while parked on the Cooperative Property. Non-registered vehicles, vehicles without passes or displaying expired guest passes may be towed from the property at the vehicle owner's expense. The Board of Directors may establish fees for vehicle storage, parking additional vehicles and any violations of this provision. Residents with more than one vehicle shall first utilize the space assigned to their unit. Each Unit is assigned one (1) parking space. Parking additional vehicles may be conditioned upon lease or rental of a space from the Association or another owner. Parking space assignments may be exchanged between Units or transferred to another Unit provided that the Owners desiring to exchange or transfer such use rights execute a certificate of transfer and deliver same to the Association. Transfer shall be effective upon registration of the notarized certificate of transfer. Notwithstanding the foregoing, no transfers shall be permitted unless each Unit retains the assignment of one (1) parking space. Restricted Vehicles include commercial vehicles of any kind. For the purpose of this restriction, a commercial vehicle shall mean any vehicle containing outside lettering on any such vehicle designating a business of any kind. It shall also include any vehicle which has visible tools of a trade or business anywhere in or on a vehicle. The prohibition of parking shall not apply to the temporary parking of commercial vehicles for pick-up, delivery and other commercial services rendered to and on behalf of the Cooperative Property, during business hours. Vehicles in violation of any of these provisions will be towed away at the expense of the Unit Owner and/or the owner of the vehicle. Oil or fluid leaks onto a driveway or guest parking area are the responsibility of the owner of the vehicle. Any damage from oil leaks will be repaired at the expense of the Owner of the Unit from which the offending motor vehicle originated and any costs thus sustained constitute a Charge.

Section 8. Fair Housing. This Association honors its obligations in accordance with all federal, state, and local fair housing laws. It is our policy to provide housing opportunities to all persons regardless of race, color, religion, sex, familial status, disability, national origin or sexual orientation. Reasonable accommodations in policies and practices shall be made from time to time where warranted. The Association shall permit reasonable modifications to the physical premises where warranted.

Section 9. Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.