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CHARLIE GREEN, CLERK OF COURT
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**CERTIFICATE OF AMENDMENT
BY-LAWS
OF
EAST GREENS CONDOMINIUM, INC.**

I HEREBY CERTIFY that the following amendment to the By-laws of EAST GREENS CONDOMINIUM, INC. (the "Association") was duly adopted by the Association Membership at the duly noticed Special Meeting of the Association on the 2nd day of June, 2005. Said amendment was approved in accordance with Article VI of the Articles of Incorporation of the Association. The Declaration of Condominium is recorded in O.R. Book 04698, Page 1123, etc/seq., of the Public Records of Lee County, Florida.

WHEREAS, the Association members desire that the condominium be intended and operated as "housing for older persons" the By-laws is amended by adding the following ARTICLE 19.

**ARTICLE 19
HOUSING FOR OLDER PERSONS**

"In accordance with the Fair Housing Amendments Act of 1988, as amended by the Housing for Older Persons Act of 1995, at least one person fifty-five (55) years of age or older must be the occupant of each unit while any other person occupies said unit. Any additional occupant of the unit, who is under the age of fifty-five (55) and age eighteen (18) or older may occupy and reside in the unit as long as one of the occupants is age fifty-five (55) or older. Guests under the age of eighteen (18) shall be allowed to occupy a unit on a temporary basis, not to exceed thirty (30) days in any calendar year and only then if the occupant is in residence. This section also affects rentals and leases in that one person occupying the unit must be 55 or over with no one under age of 18 residing in the unit. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age to reside in the community even in the absence of a person or persons fifty-five (55) years of age or older, provided that said exception shall be limited to a surviving co-habitant or heir of a member and shall not be permitted in situations where the granting of a hardship exception will result in violating applicable fair housing law standards.

Any surviving co-habitant or heir is eligible for membership in the Association and occupancy of a unit provided that he/she has or obtains legal or equitable title to a unit. It is the intent of this provision that the Association comply with the Fair Housing Amendments Act of 1988, as amended by the Housing for Older Persons Act of 1995, as the same maybe amended from time to time and comparable laws adopted by the State of Florida. The Board of Administration shall establish policies and procedures for the purpose of ensuring that the required percentages of occupancy by older persons are maintained at all times. The Board of Administration shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the required 100% percent of occupancy by persons over age fifty-five (55)."

WITNESSETH:

EAST GREENS CONDOMINIUM, INC.

John K. Chandanot v.p.
As to President

Robert Ullstrom
By: ROBERT ULLSTROM President

Printed Signature: JOHN K. CHANDANOT

Date: 6/2/2005

Avita F. Miniear
Secretary Signature

Corporate Seal

Printed Signature: AVITA MINIEAR

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 2nd day of June, 2005, by ROBERT ULLSTROM, as President of East Greens Condominium, Inc. a Florida (not-for-profit) Corporation, on behalf of the corporation. He is personally known to me ~~or who produced the following~~ document e

Ruth A. Anglickis
Notary Public, State of Florida at large

My Commission Number: DD177017
Date My Commission Expires: _____



Ruth A. Anglickis
Commission #DD177017
Expires: Feb 19, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Seal

Prepared by:
Christopher N. Davies, Esq.
2375 Tamiami Trail, North, Suite 308
Naples, Florida 34103-4439

**CERTIFICATE OF AMENDMENT
BY-LAWS
EAST GREENS CONDOMINIUM, INC.**

THE UNDERSIGNED, being the duly elected and acting President and Secretary of East Greens Condominium, Inc., a Florida corporation not for profit, do hereby certify that a duly called Board Meeting and upon receipt of a majority of votes from the Members of the Association, the following amendment was approved and adopted by the votes indicated for the purpose of amending the By-laws of East Greens Condominium, Inc.

1. The following resolution was approved by the affirmative vote of the percentage required in the By-laws of the Members of the Association.

RESOLVED: That the Amended and Restated By-Laws of East Greens Condominium, Inc., by adding (19.) 55 and Over Housing Exemption be and is hereby amended and adopted as follows:

RESOLVED: That the Officers and Directors are hereby instructed and authorized to execute the aforementioned document and cause it to be filed of Public Record.

IN WITNESS WHEREOF, East Greens Condominium, Inc. has caused this Amendment to be executed in accordance with the authority hereinabove expressed this 2ND day of JUNE, 2005.

EAST GREENS CONDOMINIUM, INC.

By: [Signature]
President

Attest:

[Signature]
Secretary


State of Florida

County of Lee

Before me this 2ND day of JUNE, 2005, personally appeared Rosemary Ullstrom and ANITA MINIEAR well known to me, who executed the foregoing instrument as President and Secretary of East Greens Condominium, Inc.

Witness my hand and official seal this 2ND day of June, 2005

[Signature]
Notary Public, State of Florida, at large


Ruth A. Anglickis
Commission #DD177017
Expires: Feb 19, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

19. **55 AND OVER HOUSING EXEMPTION.**

1. Statement of Intent. It is hereby declared by the East Greens Condominium, Inc, that the Association desires and intends to provide housing for older persons, as defined in the Fair Housing Amendments Act of 1988 (hereinafter referred to as the "Act") and the Federal Rules and Regulations (hereinafter referred to as the "Federal Regulations") as promulgated by the Department of housing and Urban Development (hereinafter sometimes referred to as "HUD"). It is more specifically the desire and intention of this Association to meet the exemption for housing for older persons as is provided for in 24 CFR Part 100, Section 100.304 (hereinafter referred to as the "55 or Over Housing Exemption"). Section 100.304 implements Section 807(b)(2)(c) of the Act which exempts housing communities intended and operated for occupancy by at least one (1) person 55 years of age or over unit that satisfy certain criteria. In this endeavor, the following occupancy restrictions and procedures shall govern. Further, in addition to these Amendments to the By-Laws, the Association shall do whatever is required by the ACT and Federal Regulations to publish its intention to comply with, and adhere to, policies and procedures which demonstrate an intent to provide housing for persons 55 years of age or over. The Act and Federal Regulations, as amended from time to time, are hereby incorporated by reference into this document. Reference to the Act and to the Federal Regulations in this document shall mean the Act. And the Federal Regulations as they are amended from time to time. To the extent that any of these provisions relating to the Act appear to conflict with any language in the constituent documents governing East Greens Condominium, Inc., said provisions shall be deemed federally preempted by the Act, null and void of no force or effect whatsoever.
2. Fair Housing Definitions:
 - 2.(A) "ACT shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 (Pub.L.100-430, approved September 13, 1988; 102 STAT.1619.)
 - 2.(B) "FEDERAL REGULATIONS" shall mean and refer to the Federal rules and regulations promulgated by the Department of Housing and Urban Development, which became effective on March 12, 1989.
 - 2.(C) "55 OR OVER HOUSING EXEMPTION" shall mean and refer to the exemption for housing for older persons (55 or over housing) as is provided for in Section 807(b)(2)(C) of the Act.
3. Minimum Age Restrictions. Permanent occupancy of a unit shall be restricted as follows provided that the restrictions contained in the remaining provisions of this Section are met.
 - 3.(A) No person under the age eighteen (18) years shall be permitted to permanently reside in the units.

3.(B) However, a person under the age of eighteen (18) years may be permitted to visit and temporarily reside in a unit for a period of time not to exceed sixty (60) days in the aggregate in any calendar year, no more than thirty (30) consecutive days. The visitation time periods shall not be cumulative from year to year. Only over night visitation shall be considered in the computation. So by way of example, if an under-aged person visits during the day only and does not stay overnight, no days of visitation shall be computed.

4. Occupancy by Older Persons-Age 55

4(A) Except for persons who are surviving spouses or cohabitants, recipients of legacy, or grandfathered-in as provided for in Section 6 below, no unit shall be occupied or be permitted to be occupied unless there is at least one (1) person occupying the unit who has attained the age of 55 years (hereinafter referred to as the "designated occupant") This occupancy requirement shall not preclude temporary occupancy by guests or relatives of the designated occupant for periods not to exceed sixty (60) days during a twelve (12) month period (see Section 5 below), no more than fifteen (15) consecutive days.

4(B) This section shall guarantee that not less than 80% of all newly occupied

5. Guest Visitation Limitation. Use of units by the following guests of the designated occupant when the designated occupant is not present in the unit shall be restricted as follows: No guest shall use or occupy a unit in excess of sixty (60) days in a calendar year, of which the maximum number of continuous days shall be fifteen (15). Each day as well as part of a day shall be continued in this computation. This Section shall be in addition to restrictions pertaining to guest which may be contained elsewhere in the constituent documents and Rules and Regulations of the Association, as amended from time to time. The designated occupant shall be considered to be not present in the unit when the designated occupant does not stay overnight in the unit along with the guest.

5(A) A "guest" shall mean and refer to any person who is visiting a unit without requirement to contribute money, perform and services or provide any other consideration to the owner in connection with such visit/occupancy. A permanent occupant of a unit shall not be considered as a guest. Furthermore, an owner of a unit shall never be considered a guest of the unit he or she owns, unless an owner is visiting a lessee in the unit.

5(B) Registration of Guests. All guests who visit when the designated occupant is not present in the unit must register with the Association prior to or upon arrival at East Greens condominium, Inc. The Board of Directors shall be empowered to adopt a form for use in connection with the registration of such guests, which the guests must sign. The form shall include an acknowledgment of the following: (I) relationship with the

designated occupant: (ii) the intended length of stay; (iii) that the guest has received a copy of the constituent documents and Rules and Regulations of the Association, or summation thereof, and agrees to abide by them; (iv) and such other reasonable information determined by the Board of Directors from time to time. Such guest shall not be entitled to visit unless he or she registers with the Association as required in this Section.

5(C) Unauthorized Guest Visit. Any guest visit not authorized pursuant to the terms of this Section shall be deemed improper, entitling the Association to bar access of the guest to the unit and recreational facilities and/or shall entitle the Association to obtain an injunction removing the guest and his or her personal belonging from the from the unit.

5(D) Other Restrictions. The restrictions on guest in this section shall be in addition to other restrictions which may be contained elsewhere in the constituent documents and Rules and Regulations of the Association.

6. Exceptions to section 4.

6(A) Grandfather Status. Section 4 above shall not apply to any persons who have occupied a unit prior to the date of this amendment, provided that they did not lease or sale said unit after the date of this amendment. In any lease or sale after the date of this amendment, the owner and new occupant shall be subject to the provisions provided elsewhere herein.

6(B) Surviving Spouse or Cohabitant. Section 4 shall not be applicable in the case of the death of the designated occupant whose surviving spouse or cohabitant is under 55 years of age provided that the surviving spouse or cohabitant resided with the designated occupant at the time of the designated occupant's death. Under such circumstances, the surviving spouse or cohabitant shall be allowed to continue to occupy the unit irrespective of age so as to prevent disruption of the lives of surviving spouses and cohabitants under the age 55, when the over 55 designated occupant dies or otherwise leaves the unit.

6(C) Recipient of Legacy. The Federal Regulations recognize that the 20% requirement is not intended to exclude all incoming households, therefore Section 4 shall not be applicable in the event that an owner of the unit dies and the unit is inherited by an individual who is under 55 years of age, the recipient of legacy and his or her household shall be allowed to occupy the unit.

6(D) No "Set-Aside". This Section is not intended to establish a 20% "set-aside" for persons under 55 years of age or families with children under the age of eighteen (18) years.

7. Contract/Covenant. Every owner and lessee shall be deemed to have a contract with the Association to ensure that the occupancy requirement in Section 4 is met at all times. Even though this occupancy requirement is a contract between the Association and the Owner or lessee, is applicable, this amendment shall be deemed to be a covenant running with the land. Furthermore, the Owner shall be responsible to ensure that his/her lessee(s) comply with this occupancy requirement.

8. Proof of Age

8(A) All persons occupying units shall deliver to the East Greens Condominium Association, a completed Association form demonstrating proof of age, and any other documentation required by the Association.

8(B) Any person(s) not providing such documentation, when and as requested by the Board of Directors, shall be validly presumed by the Association and by a court of law to be under the age of 55 years, even though the persons may actually be 55 years of age or over.

9. Remedies for Non-Compliance. The Association concurrently shall have any one or more of the following remedies for non-compliance in addition to those provided elsewhere in the constituent documents.

9(A) Lease of a Unit.

(i) In the event of a lease of a unit, and the occupancy and other requirements of this amendment are not met, the Association shall be entitled to file for and obtain an injunction against the Owner of the unit and lessee(s) and/or other occupants of the unit, removing the unauthorized lessee(s) and/or other unauthorized occupants.

(ii) The Association shall also be entitled to evict the unauthorized lessee(s) and other unauthorized occupants of the unit, as agent for the Owner(s). This right of eviction by the Association shall apply only:

(a) After the expiration of seven (7) working days from the date on which the Association mails notice to the Owner(s) by certified mail, return receipt requested, or provides notice by hand delivery; and

(b) Provided that the Owner(s) fail(s) to commence eviction proceedings on his/her/their own fails to so notify the Association, within the seven (7) day period.

(iii) The lease shall specify, and it fails to so specify the lease shall be deemed to specify, that the lessee(s) and all other occupants shall abide by the constituent documents for East Greens Condominium Association Inc. and the Rules and Regulations of the Association; and shall specify that the Association has the remedies provided for in this Section 9(A). Costs and attorney's fees incurred by the Association in connection with the exercise of its remedies under this Section 9(A) provided that the Association prevails, shall be the responsibility of the Owner(s) of the unit, and shall to the extent awarded by a Court under Chapter 83, Florida Statutes, shall also be the responsibility of the lessee(s).

9(B) Other occupancies (other than Leases). In the event of an existing ownership; in the event of use by guests, or in the event of a sale, gift, or other transfer of title; and the occupancy requirements of this amendment are not met, the Association may disapprove the transfer and shall be entitled to file for and obtain an injunction against the Owner(s) of the unit and all occupants in the unit, removing the unauthorized occupants (including the Owner(s)). In that event, if the Association prevails the Owner(s) shall be responsible for costs and attorney's fees incurred by the Association in connection with its enforcement of this Section 9(B).

10. Registration Required. All Owners, lessees and occupants must register with the Association at the time of becoming a member of the Association or, in case of a non-owner, at the time of the commencement of the lease agreement, by the delivery of the items referred to below. These items are as follows:

10(A) A fully completed and signed Association form to be provided by the Association; and

10(B) Documentation demonstrating proof of age as provided for in Section 9 above; and

10(C) In the event of a lease, a fully executed copy of the lease must also be delivered (if not already on file with the Association). It shall be the responsibility of the particular Owner, not the Association, to provide the lessees(s) and/or other occupants of the unit with the registration form for the lessee(s) occupant(s) to complete and return to the Association within five (5) days from the date of receipt.

11. Additional Occupants. Even though a person under the age of 55 years is given grandfather status under Section 6(A) above or is provided with an exception under Section 6(B) above, this shall not entitle additional persons to occupy the unit after the date of this amendment.

11(A) That additional person is 55 years of age or older; or

11(B) That additional person is also accorded grandfather status under Section 6 (A) above; or

11(C) That additional person is legally married to the surviving spouse or cohabitant mentioned in Section 6(B) above.

12. Non-Occupancy Status. Each owner or lessee, as applicable, shall notify the Association of any periods of time during which the unit becomes unoccupied. As used in this Section, "unoccupied" is defined to mean any intended absence of all permanent residents of the unit, for a period in excess of six (6) months. It is understood that this is a necessary requirement because the Federal Regulations require record keeping of occupied and unoccupied units.

13. Additional Provisions. Special Provisions concerning the Act and Federal Regulations.

13A. Notwithstanding any other provision in this Declaration, to the contrary, the following shall apply: Upon the affirmative vote of two-thirds (2/3) of the Owner's voting interests of the Association which vote may be evidenced by written agreement or consent, present and voting at a duly called meeting, any one or more of the following amendments to this Declaration may be approved and become effective.

- (i) Any amendment which is necessary to enable East Greens Condominium, Inc. attain or retain the "55 or Over Housing Exemption" of the act.
- (ii) Any amendment which is necessary to refine those amendments approved by the Association relating to the Act and/or Federal Regulations.
- (iii) Any amendment which is necessary to delete any or all amendments approved by the Association relating to the Act and/or Federal Regulations.
- (iv) Any amendment which is made which otherwise relates to the Act and / or Federal Regulations.
- (v) Any amendment which may be required due to regulations adopted from time to time by the Federal National Mortgage Association (FNMA).



Prepared by and return to:

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OR BK 04362 Pgs 4875 - 4893; (19pgs)
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CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
DEPUTY CLERK C Keller

AMENDED AND RESTATED

BY-LAWS OF EAST GREENS CONDOMINIUM, INC.

- (19)
1. **IDENTITY** - These are the Amended and Restated By-Laws of **East Greens Condominium, Inc.**, a not-for-profit Florida corporation formed for the purpose of administering **East Greens** which is located in Lehigh Acres, Florida, upon lands described in the Declaration of Condominium.
 - 1.1. **OFFICE** - The office of the Association will be at the Condominium or such other location within the County as may from time to time be determined by the Board of Directors.
 - 1.2. **FISCAL YEAR** - The fiscal year of the Association will be the calendar year unless otherwise be determined by the Board of Directors.
 - 1.3. **SEAL** - The seal of the Association shall be circular in shape, bear the name of the Association, the word "Florida", the words "corporation not for profit", and the year of the incorporation.
 2. **MEMBERS MEETINGS**
 - 2.1 **ANNUAL MEETINGS** - Annual members' meetings shall be held at the condominium or at such other convenient locations as may be determined by the Board of Directors in January of each year in conjunction with the election of Directors and for transacting any business authorized to be transacted by the members.

- 2.2 **SPECIAL MEETINGS** - Special members' meetings will also be held whenever called by the President, Vice President or by majority of the Board of Directors and when requested by written petition signed and dated from at least 10% of the Association voting interests. Such petitions shall state the purpose(s) of the meeting. The business at any special meeting will be limited to the items specified in the petition, and contained in the notice of the meeting. In the event that the Board of Directors adopts a budget requiring assessments exceeding 115% of the assessments for the preceding year, the Board upon written application of 10% of the voting interests will call a special meeting of the unit owners to consider and enact an alternate budget. Members' meetings to recall a member or members of the Board of Directors may be called by 10% of the Association voting interests.
- 2.3 **NOTICE OF MEMBERS' MEETINGS** - Notice of members' meetings including a recall meeting and the annual meeting, which must include identification of agenda items, will be delivered or mailed to each owner by United States mail, unless waived in writing, at least 14 days prior to the meeting, provided however, that any election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4, next following. An officer of the Association will execute an affidavit of mailing or delivery per F.S. 718 or provide a United States Postal Certificate of mailing which will be retained in official records of the Association as proof of such mailing or delivery. Written notice of the meeting will also be posted in a conspicuous place on the condominium property at least 14 continuous days prior to the members' meeting.
- 2.4 **BOARD ELECTION MEETINGS - NOTICE AND PROCEDURE** - The regular or general election will occur at the time and place at which the annual meeting is scheduled to occur or any adjournment thereof at which a quorum is present.
- 2.4.1. Not less than 60 days before a scheduled election, the Association will mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, the first notice of the date of the election. It must contain the name and the correct mailing address of the Association. Any unit owner or the eligible person desiring to be a candidate of the Board of Directors must give written notice to the Association not less than 31 days before a scheduled election. Upon request of a candidate, the Association will include an information sheet which must be furnished by the candidate not less than 30 days before the election, on one side of the sheet, no larger than 8 ½ inches by 11 inches, with the cost of copying and mailing borne by the Association. The Association will not edit, alter, or otherwise modify the content of the information sheet and will have no liability for its contents.

Any unit owner or the eligible person may nominate himself or may nominate another unit owner or eligible person, if he has permission in writing to nominate the other person.

- 2.4.2. If a unit owner needs assistance in voting due to blindness, disability, or inability to read or write they may obtain assistance from a member of the Board or Directors or other unit owner but no unit owner will permit another person to cast his ballot except by a properly executed proxy.
- 2.4.3. Quorums: Fifty-One (51%) percent of the total number of members of the Association present in person or represented by written proxy, shall constitute a quorum at all meetings of the members transaction of business, except as otherwise provided by Statute, by the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meetings of members, the members entitled to vote thereat, present in person or represented by proxy, will have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, and any business may be transacted which might have been transacted at the originally called meeting.
- 2.4.4. An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.
- 2.5. **NOTICE - OWNERS' BUDGET MEETING** - Notice of a special meeting called by the Board at the written request of 10% of the owners because of a budget exceeding 115% of that of the preceding year requires not less than 10 days written notice to each unit owner.
- 2.6. **NOTICES SPECIFIC** - All notices of the meetings will state clearly and particularly the time, place, and purpose or purposes of the meeting and will incorporate the last agenda items.
- 2.7. **QUORUMS** - A quorum at members' meetings will consist of persons entitled to cast a majority of the voting interests of the entire membership. Decisions made by a majority of the voting interests represented at a meeting at which a quorum is present in person or by proxy will be binding and sufficient for all purposes except such decisions as may be required by the F.S., or the documents requiring a specific percentage, in which case the percentage required in the F.S. or the documents will govern.
- 2.8. **OWNER PARTICIPATION** - Unit owners will have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner participation. Such rules must be adopted in advance in written form.

Any unit owner may tape record or videotape a meeting of the unit owners subject to and pursuant to Rules adopted from time to time by the Division of Florida Land Sales, Condominiums and Mobile Homes.

- 2.9. **INDIVISIBLE VOTE** - Each unit will have one indivisible vote. If multiple owners of a unit cannot agree on a vote, the vote will not be counted. Voting certificates are not authorized.
- 2.10. **PROXIES** - Votes may be cast in person or by proxy. Proxies will be in writing, signed and dated and will be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Secretary before or at the other voters' registration immediately preceding the meeting. A photographic, photo static or equivalent reproduction of a proxy is a sufficient proxy. Except as specifically otherwise provided in this paragraph, or by the Condominium Act from time to time, unit voters may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies will be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or By-Laws; and for any other matter which F.S. requires or permits a vote of the unit owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.
- 2.11. **NO QUORUM** - If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
- 2.12. **ORDER OF BUSINESS** - the order of business at annual meetings and, as far as applicable, at all other members' meetings may be:
- (A) Election of a chairman of the meeting, unless the President or Vice President of the Association is present, then he (or she) shall preside
 - (B) Collection of Ballots
 - (C) Checking of signatures and unit identifications on ballot outer envelopes against the eligible voter lists.
 - (D) Registering proxies and counting votes.

- (E) Proof of notice of meeting or waiver of notice.
- (F) Calling of the roll.
- (G) Reading and disposal of any unapproved minutes.
- (H) Reports of Directors.
- (I) Reports of Committees.
- (J) Announcement of the results of the election of Directors.
- (K) Unfinished business.
- (L) New business.
- (M) Adjournment

3. **BOARD OF DIRECTORS**

- 3.1. **NUMBER, TERM, QUALIFICATIONS** - The affairs of the Association will be governed by a Board composed of five (5) persons. Directors will be elected for a term of two years, except for the year 2005 when three (3) will be elected for terms of two (2) years and two (2) for terms of one year. Thereafter all terms of office will be for two (2) years, except any vacancy in office resulting from death, resignation, disqualification and recall shall be filled for the remainder of the term of that office. Directors must be members of the Association. All officers of a corporation, trust, or partnership, will be deemed to be members so as to be eligible for Board membership. Directors will be elected by the voting interests as to regular or general elections at the time and place at which the annual meeting is scheduled to occur. In the event of a tie for a designated position on the Board the tie will be resolved by agreement of the candidates, if possible; otherwise a runoff election must be held in accordance with the Florida Administrative Code.
- 3.2. **TERM OF SERVICE** - The term of each Director's service, except in the case of a vacancy caused by recall, will extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act by a majority of the voting interests. A Board member appointed by the Board to replace a recalled Board member will fill the vacancy until the next regularly scheduled election of any position. A seat by a Director who ceases to be an owner will automatically become vacant.

- 3.3. **BOARD VACANCIES** - Vacancies in the Board of Directors occurring between annual meetings of members will be filled by appointment by a majority of the remaining Directors, provided, however, that if a majority or more of the Board members are removed by recall the vacancies will be filled in accordance with Rules in the Florida Administrative Code; provided further that a Director who has been recalled by the membership may not be appointed to the vacancy created by his removal. The filling of vacancies will be in compliance with the provisions of the Rules in the Florida Administrative Code. A Director elected or appointed to fill a vacancy will be elected or appointed for the unexpired term of his predecessor in office.
- 3.4. **REGULAR MEETINGS** - Regular meetings of the Board of Directors may be held at such time and place as will be determined from time to time by a majority of the Directors. Notice of regular meetings, unless noticed previously, will be given each Director personally or by mail, telephone, fax, or e-mail at least three (3) days prior to the day named for such meeting.
- 3.5. **SPECIAL MEETINGS** - Special meetings of the Directors may be called by the president and must be called by the Secretary at the written request of any two (2) Directors. Not less than three (3) days' notice of the meeting (except in an emergency) will be given personally or by mail, telephone, fax, or e-mail, which notice will state time, place, and purpose of the meeting.
- 3.6. **WAIVER OF NOTICE** - Any Director may waive notice of a meeting before, at or after the meeting and such waiver will be deemed equivalent to the giving of the notice. Attendance by a Director at a meeting will constitute a waiver of notice of the meeting.
- 3.7. **NOTICE TO OWNERS** - Notice of Directors meetings and meetings of committees, will be posted on the clubhouse bulletin board at least 48 hours in advance. Notices will include a list of agenda items. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding a unit use, will be proposed will be mailed or delivered to the unit owners and posted on the bulletin board at least fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice will be by an affidavit executed by the Secretary of the Board or its agent.
- 3.8. **OWNERS PARTICIPATION** - Meetings of the Board of Directors, and any committee thereof required to give notice pursuant to 3.7 above, at which a quorum of the members of that committee are present, will be open to all unit owners. The right to attend such meetings includes the right to speak with reference to all identified agenda items provided. The Association may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation.

Such rules must be adopted in advance and in written form. Unit owners will have right to tape record or videotape the meetings of the Board of Administration or Committee subject and pursuant to the Rules adopted from time to time by the Division of Florida Land Sales, Condominiums and Mobile Homes.

- 3.9. **BOARD MEETINGS, QUORUM AND VOTING** - A quorum of Directors' meetings will consist of a majority of the Directors. The acts approved by the majority of Directors present at a meeting at which a quorum is present will constitute the acts of the Board. Directors may not vote by proxy or secret ballot at Board meetings, except as may be provided by the Florida Condominium Act from time to time, or a vote or abstention for each member present will be recorded in the minutes. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, which must be properly noticed, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.
- 3.10. **PRESIDING OFFICER** - The presiding officer at Directors' meetings will be the President, if such an officer has been elected. If none, then the Vice President will preside. In the absence of the presiding officer, the Directors present will designate one of their members to preside.
- 3.11. **DIRECTOR COMPENSATION** - Director Compensation - Directors will serve without pay but will be entitled to reimbursement for expenses reasonably incurred.
- 4. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS** - All of the powers and duties of the Association existing under Florida Corporation Statutes, the Condominium Act, the Declaration of Condominium, the Corporate Charter, and these bylaws will be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors include, but not limited to, the following:
 - 4.1. Operating and maintaining the Common Elements.
 - 4.2. Determining the expenses required for the operation of the Association on an annual basis.
 - 4.3. Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.

- 4.4 Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium property.
- 4.5 Maintaining bank accounts on behalf of the Association and designating the signatory or signatories required thereafter.
- 4.6 Purchasing, leasing, or otherwise acquiring Units or other property in the name of the Association or its designee.
- 4.7 Purchasing at foreclosure or other judicial sales, in the name of the Association or its designee.
- 4.8 Selling, leasing, mortgaging, or other otherwise dealing with Units or the property acquired, and subleasing Units leased, by the Association or its designee.
- 4.9 Organizing corporations and appointing persons to act as designee of the Association in acquiring title to or leasing Units or other property.
- 4.10 Obtaining and reviewing insurance for the Condominium property.
- 4.11 Making repairs, additions, and improvements to, or alternations of, the Condominium property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- 4.12 Enforcing obligations of the Unit Owners, allocating income and expenses and taking such other actions as will be deemed necessary and proper for the sound management of the Condominium.
- 4.13 Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine will exceed the highest amount permitted under the Condominium Act. (as it may be amended from time to time) nor will fines be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine will become a lien upon a Unit, unless permitted by the Act (as it may be amended from time to time).
- 4.14 Borrowing money on the behalf of the Condominium when required in connection with the operation, care, upkeep, and maintenance of the common elements, or the acquisitions of property, and granting mortgages on and/or security interests in Association owned property, provided, however, that the consent of the Owners of at least two-thirds (2/3) of the Units represented at a meeting at which a quorum has been attained in accordance with the provision of these By-Laws will be required for

the borrowing of any sum, which could cause the total outstanding indebtedness of the Association to exceed \$10,000.00.

- 4.15. Contracting for the management and maintenance of the Condominium Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, maintenance. Repair and replacement of the Common Elements with such funds as will be made available by the Association for such purposes, and with the approval of the Board of Directors. The Association and its officers, will, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.
- 4.16. At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings, and imposing reasonable charges for such private use (to the extent permitted by the Act).
- 4.17. Exercising (i) all powers specifically set fourth in the Declaration, the articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- 4.18. Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Units, not to exceed the maximum amount permitted by law from time to time in any one case.
- 4.19. Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.
- 4.20. To collect delinquent assessments by legal action or otherwise; to abate nuisances and to enjoin or seek damages from the owners of the private dwellings for violations of these By-Laws or any other rules.
- 4.21. The President shall appoint and the Board of Directors may, by majority vote of the Board, approve committees. Such committees will have such name or names as may be determined from time to time by the Board of Directors. Committees established by the Board of Directors will report to the Board as required. The Board may also, by majority vote of the Board, form an Architectural Review Board in accordance with the Declaration of Condominium.

5. **BOARD ACTION**

- 5.1. **HURRICANE SHUTTERS** - The Board of Directors shall adopt hurricane shutter specification for each building with each condominium operated by the Association which will include color, style, and other factors deemed relevant by the Board, and approved by the Architectural Review Board. All specifications adopted by the Board will comply with the applicable building code. The Board will not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.
- 5.2. **EMERGENCY POWERS** - The following will apply to the extent not viewed to be in conflict with the Condominium Act:
- 5.2.1 In anticipation of an emergency, or during any emergency defined in Section 5.2.6 below, the Board of Directors of the Association may:
- (A) Name as assistant officers persons who are not Board members, which assistant officers will have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and
 - (B) Relocate the principal office or designate alternative principal offices or authorize the officer to do so.
- 5.2.2. During any emergency defined in Section 5.2.6 below:
- (A) Notices of a meeting of the Board of Directors need to be given only to those Directors whom it is practicable to reach, and may be given in any practicable manner, including by publication and radio;
 - (B) The directors in attendance at a meeting will constitute a quorum.
- 5.2.3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:
- (A) Binds the Association; and
 - (B) Will have the presumption of being reasonable and necessary.
- 5.2.4. An officer, director, or employee of the Association acting in accordance with any emergency By-Laws is only liable for willful misconduct.

5.2.5. The provisions of these emergency By-Laws will supersede any inconsistent or contrary provisions of the By-Laws for the period of the emergency.

5.2.6 An emergency exists for purposes of this Section if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

6. OFFICERS

6.1. **EXECUTIVE OFFICERS** - The executive officers of the Association will be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired. The executive officers will be elected annually by the Board of Directors and may be peremptorily removed from office and replaced by a majority vote of the Board at any meeting. All officers must be members of the Board. No office, other than Secretary and Treasurer, can be held by the same person.

6.2. **PRESIDENT- POWERS AND DUTIES** - The President will be the chief executive officer of the Association and will have all of the powers and duties which are usually vested in the office of President of a corporation.

6.3. **VICE PRESIDENT - POWERS AND DUTIES** - The Vice President will, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President will also generally assist the President and exercise such other powers and perform such other duties as will be prescribed by the Directors.

6.4. **SECRETARY- POWERS AND DUTIES** - The Secretary will keep the minutes of all proceedings of the Directors and the members; will attend to the giving and serving of all notices to the members and Directors, and other notices required by law; will have custody of the seal of the Association and affix same to instruments requiring a seal when duly signed; will keep and have custody of the records of the Association and as may be required by the Directors or the President.

6.5. **TREASURER - POWERS AND DUTIES** - The Treasurer will have custody of all property of the Association, including funds, securities, and evidences of indebtedness; will keep the assessments rolls and accounts of members; will keep the books of the Association in accordance with good accounting practices; and will perform all other duties incident to the office of the Treasurer of a corporation.

6.6. **EMPLOYEE COMPENSATION** - The compensation of all employees of the Association will be fixed by the Directors. This provision will not preclude the Board of Directors from employing a Director as an employee of the Association.

- 6.7. **INDEMNIFICATION** - Every Director and every officer and committee member of the Association will be indemnified by the Association against all expenses and liabilities, including attorneys' fees through all trial and appellate levels, reasonably incurred by or imposed in connection with any proceeding, arbitration, or settlement to which such person may be party, or in which they become involved, by reason of being or having been a director, officer, or committee member of the Association. Notwithstanding the foregoing, in the event of a voluntary settlement, the indemnification provision herein will not be automatic and will apply when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director, officer, or committee member admits or is adjudged guilty by a court with jurisdiction of malfeasance, misfeasance, or nonfeasance in the performance of their duties, the indemnification provisions contained herein do not apply. Otherwise, the foregoing right of indemnification will be addition to and not exclusive of any and all rights of indemnification to which such Director, officer, or committee member may be entitled by common law or statute. The Association will provide this indemnification through proper insurance coverage at all times.
7. **MINUTES AND INSPECTION OF RECORDS** - Minutes of all meetings of unit owners and the Board of Directors will be kept in a businesslike manner and will be reduced to written form within thirty (30) days and these, plus records of all receipts, expenditures, and all other official records as defined in F.S. 718, except those which may be exempted by the Condominium Act and/or the Rules of the Division of Florida Land Sales, Condominiums and Mobile Homes from time to time, and will be available for inspection by unit owners and Board members within five (5) working days after receipt of a written request by the Board or its designee. The provision will be deemed to have been complied with by having a copy of the official file records available for inspection. The Directors may adopt, in advance and in written form, reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying at the owners' request. A copy of the minutes shall be hand delivered or mailed to each Unit Owner within thirty (30) days after approved by the Board, but in any event, within ninety (90) days of the meeting when covered by those minutes.
8. **FISCAL MANAGEMENT** - Fiscal management will be in accordance with the following provisions:
- 8.1. **BUDGET** - A proposed annual budget of common expenses will be prepared by the Board of Directors which will include all anticipated expenses for operation, maintenance, and administration of the Condominium including insurance and management fees, if any, and for all of the unpaid operating expenses previously incurred including a reasonable amount for contingencies. The budget will accrue reserves per F.S. 718, which may be waived by the owners on an annual basis.

Reserve funds and any accrued interest on the reserve funds will remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association.

- 8.2. **MAILING** - A copy of the proposed annual budget will be mailed or delivered to the unit owners not less than fourteen (14) days prior to the meeting of the directors at which the budget will be adopted together with a notice of the meeting.
- 8.3. **ASSESSMENTS** - The shares of the unit owners of the common expenses will become due and payable on the first day of each month and which will become delinquent ten (10) days thereafter. The Association will have the right to impose late charges and interest in accordance with Florida law and billing and collection procedures established by the Association. The Association will have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments will be due and payable on the date a claim if a lien is filed in the Public Records of Lee County, Florida, and may include amounts due for the remainder of the year for which the claim of the lien was filed.
- 8.4. **SPECIAL ASSESSMENTS AND CHARGES** - Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 3.7 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.
- 8.5. **ASSESSMENTS ROLL** - The assessments for common expenses and charges will be set forth upon a roll of the units which will be available for inspection at all reasonable times by unit owners. Such roll will indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of or by the Board of Directors as to the status of unit's account may be relied upon for all purposes by any person for whom made.
- 8.6. **ACCOUNTS** - All sums collected from assessments or charges will be credited to accounts from which will be paid the expenses for which the respective assessments or charges are made.

- 8.7. **ASSOCIATION DEPOSITORY** - The depository of the Association will be banks, state or federal savings and loan associations, or a member firm of the New York Stock Exchange with offices in Florida, and will be designated from time to time by the Directors and in which the monies for the Association will be deposited. Withdrawal of monies from such accounts will be only by checks signed by such Directors as are authorized by the Directors, but at least two Board members shall sign all checks.
- 8.8. **COMMINGLING OF FUNDS PROHIBITED** - All funds will be maintained separately in the Association's name provided that reserve and operating funds may be commingled for purposes of investment, but separate ledgers must be maintained for each account. No manager or business entity required to be licensed or registered under Chapter 468, Florida Statutes and no agent, employee officer, or Director of the Association will commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Chapter 468, Florida Statutes.
- 8.9. **FINANCIAL REPORTS** - A complete financial report of actual receipts and expenditures of the Association will be made annually which will comply with F.S. 718, or in lieu thereof (if required by law) a complete set of financial statements. Copies will be provided to any unit owner, upon written request, at no charge.
9. **MINIMUM AGE RESTRICTIONS** - No persons under the age of eighteen (18) years shall be permitted to permanently reside in units unless they are a member of a family with an adult over the age of twenty-one (21) as head of the family.
10. **LEASING** - The Declaration of Condominium does not permit the renting of a room or transient tenants. "No rental of a unit shall be for a period of less than sixty (60) days. No subletting is permitted."
11. 11.1. - **REMEDIES FOR NONCOMPLIANCE** - The Association concurrently will have any one or more of the following remedies for a noncompliance in addition to those provided elsewhere in the constituent documents.
- 11.2. Lease of a Unit:
- (A) In the event of a lease of a unit, and the occupancy and requirements of this Association are not met, the Association will be entitled to file for and obtain an injunction against the Owner of the unit and lessee(s) and/or other occupants of the unit, removing the unauthorized lessees(s) and/or other unauthorized occupants.
- (B) The Association will also be entitled to impose fines and evict the

unauthorized lessee(s) and other unauthorized occupants of the unit, as agent for the Owner(s). The right of eviction by the Association will apply only:

- (i) After the expiration of seven (7) working days from the date on which the Association mails notice to the owner(s) by certified mail, return receipt requested, or provides notice by hand delivery; and
 - (ii) Provided that the owners(s) fail(s) to commence eviction proceedings on his/her/their own fails to so notify the Association within seven (7) day period.
 - (C) The lease must state that the tenant and the other occupants will obey all rules and regulations of the Association and constituent documents for East Greens Condominium, Inc. and will specify that the Association has the remedies provided for in this Section. Costs and attorneys' fees incurred by the Association in connection with the exercise of its remedies under this Section to the extent awarded by a court under Florida Statutes, will also be the responsibility of the tenant.
- 11.3 Other Occupancies (other than lessees) - In the event of an existing ownership; in the event use by guests; or in the event of a sale, gift, or other transfer of title, and the occupancy requirements of the governing documents are not met, the Association may disapprove the transfer and will be entitled to file for and obtain an injunction against Owner(s) of the unit and all occupants in the unit, removing the unauthorized occupants (including the Owner(s)). In that event, if the Association prevails, the Owner(s) will be responsible for costs and attorney's fees incurred by the Association in connection with its enforcement of this Section.
- 11.4. The Declaration of Condominium does not permit the renting of a room or transient tenants.
- (A) A fully completed and signed Association Application for Purchase, Lease or Additional Occupant, to be provided by the Association, must be filled out in duplicate and returned to the Association along with (B) below, and the appropriate fee for application.
 - (B) Documentation demonstrating proof of age as provided in above, i.e., drivers license or birth certificate.

- (C) In the event of a lease, a fully executed copy of the lease must also be delivered to the Association.

In the event of a purchase, a fully executed copy of the purchase and sales agreement must also be delivered to the Association. Items (A), (B), and (C) must be delivered to the Association and receive approval of two members of the Board prior to occupancy or closing.

- (D) In the case of a purchase of a unit, a copy of the new deed must be provided to the Association when recorded in order to officially change the Association records.

- 11.5. **NON-OCCUPANCY STATUS** - Each Owner or lessee, as applicable, will notify the Association of any periods of time during which the unit becomes unoccupied. As used in this Section, "unoccupied" is defined to mean any intended absence of all permanent residents of the unit, for a period of six (6) months.

12. **DEFAULT - Non payment of Assessments** - In the event an owner of a unit does not pay any sums, charges or assessments required to be paid to the Association within (30) days from the final due date (after not complying with Board of Directors' approved billing and collection procedure,) the Association, through its Board of Directors, may foreclose the lien encumbering the condominium unit created by the nonpayment of the required monies. The Association will also have the right to bid on the condominium unit at foreclosure sale and to acquire and hold, mortgage and convey the same. A suit to recover a money judgment for unpaid common expenses, monthly assessments or special assessments will be maintainable without foreclosure or waiving the lien securing the same. The Association shall have the right to recover all costs incurred including a reasonable attorney's fee.

13. **BREACH OF GOVERNING DOCUMENTS AND RULES** - In the event of a violation by the owner of a unit of any of the provisions of the governing documents as are now or hereafter constituted, the Association may, after giving thirty (30) days notice of said owner, by direction of its Board of Directors, bring a court action on said violation and the prevailing party shall be entitled to an award of court costs and reasonable attorney's fees.

The breach of any of the foregoing provisions, conditions, restrictions, or covenants, will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property, but said provisions, conditions, restrictions, and covenants will be binding upon and effective against any such mortgage, trustee, or owner thereof whose title thereto or whose grantors' title thereto is or was acquired by foreclosure, trustee's sale or otherwise. Any mortgage

upon any condominium unit or parcel agrees that it will comply with all rules, regulations and bylaws of the condominium association and its subsequent transferee will thereafter similarly be bound by all of the condominium association's rules, regulations, and bylaws. Nothing herein will affect or impair the validity or priority of any mortgage covering a condominium unit.

14. **ARBITRATION** - If unresolved, internal disputes arising from the operation of the condominium among unit owners, the condominium association, their agents and assigns shall be resolved by mandatory non binding arbitration under the provisions of Chapter 718, Florida Statutes, and the Florida Administrative Code.
15. **INQUIRY LETTER** - The Association will respond by certified mail to a unit owner's written inquiry which has been delivered by certified mail, within thirty (30) days of the inquiry. The Board of Directors shall give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes "(Division)".

If the Board requests advice from the Division, the board shall within ten (10) days after receipt of such advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within (60) days after the receipt of the inquiry, provide in writing a substantive repose to the inquiry as provided for herein precludes the board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Condominium Association, through its Board of Directors, may adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owners inquires, one of which may be that the Condominium Association is only obligated to respond to one written inquiry per unit in any given thirty (30) day period. In such a case, any additional inquiry or inquires must be responded to in the subsequent thirty (30) day periods as applicable.

16. **MISCELLANEOUS** - The property and facilities of the Association will at all times be restricted in use to the Association members, their families, tenants, or guests. Under no circumstances will Association property be leased for profit, except that individual condominium unit owners may lease their units as heretofore provided in the Declaration of Condominium and these bylaws.
17. **PARKING** - Each unit owner will have the right of use of a single designated parking space, said designation having been made at the time of the sale of the condominium unit to the original owner. A plan of parking spaces as assigned is on file as part of the Association's Official Records. The use of the designated parking space will be vested in the unit owner to who said space has been assigned, his successors or assigns.

No unit owner will be permitted to rent or lease the parking space so assigned for his use to any third party. A unit owner may grant the use of his parking space to another tenant or owner so long as a letter of agreement is on file with the Association.

18. **FINES** - In addition to all other remedies, a fine or fines may be levied upon a unit owner for failure of a unit owner, tenants, family, guests, invitees, or employees to comply herewith or with any rules or regulations provided the following procedures are followed:
- (A) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of unit owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:
 - (i) A statement of the date, time, and place of the hearing.
 - (ii) A statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated.
 - (iii) A short and plain statement of the matters asserted by the Condominium Association.
 - (B) The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and to respond to any material considered by the Condominium Association.
 - (C) **Penalties** - The Board of Directors may levy a fine against a unit owner not to exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall be in the aggregate and exceed, \$1000.00, and/or in accordance with the F.S. and Condominium Act.
 - (D) **Payment of Penalties** - Fines shall be paid no later than five (5) days after notice of imposition of same.
 - (E) **Remedy** - For nonpayment of fines, the Condominium Association shall have all of the remedies allowed by law.
 - (F) **Non-exclusive Remedy** - The fines provided for herein shall not be construed to be an exclusive remedy of the Condominium Association, and shall exist in addition to all other.

THIS AMENDED AND RESTATED BY-LAWS hereto made and entered into this 1st day of July, 2004.

EAST GREENS CONDOMINIUM, INC.,
a Florida not for profit corporation

By: [Signature]
President

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 1st day of July, 2004 by ROBERT ULLSTROM as President of **EAST GREENS CONDOMINIUM, INC.**, a Florida not-for-profit corporation, on behalf of said corporation. He is personally known to me.

NOTARY PUBLIC:



Ruth A. Anglickis
Commission #DD177017
Expires: Feb 19, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(Sign) [Signature]
(Print) RUTH A. ANGELICKIS