

**BY-LAWS
OF
GULF HARBOR MARINA CONDOMINIUM
ASSOCIATION, INC.
a Florida corporation**

1. GENERAL PROVISIONS.

1.01 Identity. These are the By-Laws of Gulf Harbor Marina Condominium Association, Inc., hereinafter referred to as the "Association," a corporation not-for-profit formed under the laws of the State of Florida. The Association has been organized for the purposes of managing the condominium known as Gulf Harbor Marina, a Condominium, as stated in the Articles and shall have all of the powers provided in these By-Laws, the Articles, the Declaration, the Condominium Act, and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

1.02 Principal Office. The principal office of the Association shall be at 800 North Highland Ave., Suite 200, Orlando, Florida, or at such place as the Board may determine from time to time.

1.03 Fiscal Year. The fiscal year of the Association shall be the calendar year, provided, however, that the Board of Directors may change the fiscal year.

1.04 Seal. The seal of the Association shall have inscribed upon it the name of the Association, the year of its incorporation and the words "Corporation Not-for-Profit." The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

1.05 Logo. The logo of the Association shall be of a style and design approved by the Board of Directors.

1.06 Incorporation of the Condominium Act. All of the provisions of the Condominium Act, being Chapter 718, Florida Statutes, as same now exists as amended from time to time and may apply to the Association are, with permissible deviations therefrom, incorporated herein by reference. In the event of any conflict between these By-Laws and the Condominium Act, these By-Laws shall control unless the deviation from the Condominium Act is not permissible under said Act.

1.06 Inspection of Books and Records. The records of the Association shall be open to inspection by Unit Owners or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a Unit, upon written request, during normal business hours or under other reasonable circumstances. Such records of the Association shall include current copies of the Declaration, Articles, By-Laws, the Rules and Regulations of the Association,

and any amendments thereto, any contracts entered into by the Association, and the books, records and financial statements of the Association. The Association shall also be required to make available to prospective purchasers of Units current copies of the Declaration, Articles, By-Laws, Rules and Regulations, and the most current annual financial statement.

1.07 Bulletin Board. The official bulletin board of the Association shall be located in a conspicuous place on the Condominium Property.

1.08 Definitions. Unless the context otherwise requires, all terms used in these By-Laws shall have the same meaning as are attributed to them in the Articles, the Declaration, and the Condominium Act.

2. MEMBERSHIP IN GENERAL.

2.01 Qualification. The qualification of members, the manner of their admission to membership in the Association, and the manner of such membership shall be as set forth in Article III of the Articles.

2.02 Changes in Membership. The transfer of the ownership of any Unit, either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the Association. Any change in ownership shall be established by recording a deed or other instrument of conveyance in the public records of Sarasota County, Florida. It shall be the responsibility of any transferee of a Unit, upon recording of the instrument of conveyance in the public records of Sarasota County, Florida, to notify the Association of the change in the ownership of the Unit, and the corresponding change in any membership, by delivering to the Association a copy of the deed or other instrument of conveyance which establishes a transfer of ownership together with the new owner's mailing address. In the absence of such notification, the Association shall not be obligated to recognize any change in membership or ownership of a Unit for purposes of notice, voting, Assessments, or for any other purpose.

2.03 Member Register. The secretary of the Association shall maintain a register in the office of the Association showing the names and addresses of the members of the Association. It shall be the obligation of each member of the Association to advise the secretary of any change of address of the member, or of the change of ownership of the member's Unit, as set forth above. Any member who mortgages his Unit shall notify the Association of the name and address of his mortgagee and shall file a copy of the mortgage and underlying promissory note with the Association. Any member who satisfies the mortgage encumbering his Unit shall also notify the Association thereof, and shall file a copy of the satisfaction of mortgage with the Association. The names and addresses of any such mortgagee shall also be maintained in the member register.

2.04 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

3. MEMBERSHIP VOTING.

3.01 Voting Rights. The owner of record of each unit in the Condominium, including the Developer, shall be entitled to one (1) vote as a member of the Association for each unit owned, and the manner of exercising such voting right shall be determined by these By-Laws. The term "majority" is used in these By-Laws and other Condominium instruments in reference to voting by unit owners, Association members and Board of Directors as being more than fifty percent (50%).

3.02 Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy or by limited proxy at a meeting at which a quorum is present shall be binding upon all members and Unit Owners for all purposes, except where otherwise provided by law, in any Declaration, in the Articles, or in these By-Laws. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for two-third (2/3) of the Units operated by the Association shall constitute a quorum.

3.03 Designation of Voting Representative. If a unit is owned by one person his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, any one of those persons shall be entitled to cast the vote for the unit. If a unit is owned by a corporation, any officer, director or employee of such corporation shall be entitled to cast the vote for the unit. In the event that more than one person claims entitlement to cast the vote for a particular unit, the Association may require a certificate signed by all the record owners of the unit in the case of a unit owned by more than one person, or a certificate signed by the President or Vice President and attested to by the Secretary or Assistant Secretary of a corporation in the case of a unit owned by a corporation, such certificate shall specify the person entitled to cast the vote of the unit. In the event a certificate is required by the Association and no such certificate is delivered to the Association, the vote for that unit shall not be counted, either for purposes of establishing a quorum or for any other purpose. A certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

3.04 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or by these By-Laws.

3.05 Proxies. Except for the election of directors, every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the member's behalf by a proxy signed by such member or his attorney-in-fact. Any proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for delivering proxies. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first

meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. In accordance with Section 718.112(b)(2), limited proxies shall be used for votes taken to reduce or waive reserves, for votes taken to waive financial voting requirements, and for votes taken to amend the declaration, articles of incorporation and bylaws. Every proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Every proxy shall contain the date, time, and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the proxy holder may vote, and the manner in which the vote is to be cast.

3.06 Rights of Developer. Notwithstanding anything contained in these By-Laws, the Articles, or the Declaration, to the contrary, until the Developer has closed the sale of all Units within a Condominium, no vote of the members shall be effective or may be taken without approval in writing by the Developer which would:

- (a) Result in the Developer being assessed as a Unit Owner for capital improvements;
- (b) Be detrimental to the sales of Units by the Developer. However, a non-discriminatory increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.
- (c) Adversely affect any right the Developer may have to appoint any directors, as provided in the Articles, or these By-Laws.
- (d) Otherwise discriminate in any respect against the Developer, or remove, limit, modify or alter any right of the Developer as provided in the Condominium Act, Declaration, the Articles, or these By-Laws.

3.07 Unit Owner Inquiries. Unit owner inquiries shall be made and responded to in the manner prescribed in Section 718.112(a)(2), as the same may be amended from time to time.

4. MEMBERSHIP MEETINGS.

4.01 Who May Attend. In the event any Unit is owned by more than one person, all co-owners of the Unit may attend any meeting of the members. In the event any Unit is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. However, the vote for any Unit shall be cast in accordance with the provisions of paragraph 3 above. Institutional Mortgages have the right to attend all members meetings. Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation. Any unit owner may tape record or videotape a meeting of the unit owners subject to reasonable rules adopted by the Florida Division of Land Sales, Condominium and Mobile Homes.

4.02 Place. All meetings of the members shall be held at the principal office of the

Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

4.03 Notices. Written notice stating the place, day and hour of any meeting, including annual meetings, and an agenda for such meeting, shall be mailed or delivered to each member entitled to vote at such meeting not less than 14 nor more than 60 days before the date of the meeting, except that any meeting called to elect a member or members to the Board of Directors to replace a Developer Board Member shall require not less than sixty (60) days notice. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this provision, to each Unit Owner at the address last furnished to the Association. Any approval by unit owners called for by the Declaration, Articles of Incorporation, By-Laws or Chapter 718 of Florida Statutes, shall be made at a duly noticed meeting of unit owners and shall be subject to all requirements thereof. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments. A copy of the notice shall be posted in a conspicuous place on the condominium property at least 14 continuous days prior to any meeting. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium property or Association property upon which all notices of Unit Owner meetings shall be posted, however, if there is no Condominium property or Association property upon which notices can be posted, this requirement shall not apply. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the Association, or in order to make any determination of the members for any other purpose, the Board shall be entitled to rely upon the member registry as same exists ten (10) days prior to the giving of the notice of any meeting, and the Board shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a Unit is owned by more than one person or by an entity, only one notice shall be required to be given with respect to the Unit, which may be given to any person having the right to vote for that Unit as set forth in paragraph 3.03 of the By-Laws. Notice to any member or co-owner shall be sent to the Unit of such member or co-owner, unless the Unit Owner(s) of the Unit otherwise request.

4.04 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the Articles or these By-Laws, or as otherwise provided by law a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.05 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at such time in the months of January or February of each year as shall be selected by the Board and as is contained in the notice of such meeting.

4.06 Special Meetings. Except as provided in Sections 5.14 and 7.02, special

meetings of the members may be called at any time by any director, the president, or at the request, in writing by not less than thirty-three percent (33%) of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary, or other officer of the Association, to all of the members within thirty (30) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.07 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy or limited proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the Association, may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting.

4.08 Organization. At each meeting of the members, the president, the vice president, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

4.09 Order of Business. The order of business at the annual meetings of the members shall be:

- (a) Collection of ballots not yet cast;
- (b) Determination of chairman of the meeting;
- (c) Calling of the role and certifying of proxies;
- (d) Proof of notice of meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;
- (f) Election of inspectors of election (if necessary);
- (g) Election of directors;
- (h) Reports of directors, officers or committees;
- (i) Unfinished business;

- (j) New business; and
- (k) Adjournment.

4.10 Minutes. The Association shall maintain minutes of each meeting of the members and of the Board. Such minutes shall be kept in a business-like manner and shall be available for inspection by the members or their authorized representatives, and the directors, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.11 Official Records.

- (a) From the inception of the Association, the Association shall maintain a copy, where applicable, of each of the following documents and other items and such documents shall constitute the official records of the Association:
 - (i) The plans, permits, warranties, and other items provided by the Developer pursuant to §718.301(4) of the Florida Statutes;
 - (ii) A photocopy of the recorded Declaration operated by the Association and all amendments thereto;
 - (iii) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
 - (iv) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
 - (v) A copy of the current rules of the Association;
 - (vi) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of unit owners, which minutes shall be retained for a period of not less than 7 years;
 - (vii) A current roster of all unit owners, their mailing addresses, unit identifications, voting certifications, and if known, telephone numbers;
 - (viii) All current insurance policies of the Association and the condominiums operated by the Association;
 - (ix) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the unit owners have an obligation or responsibility;
 - (x) Bills of sale or transfer for all property owned by the Association;

(xi) Accounting records for the Association and the Common Elements it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but are not limited to:

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

2. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

3. All audits, reviews, accounting statements, and financial reports of the Association or condominium.

4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;

(xii) Ballots, sign-in sheets, voting proxies, and all other papers relating to voting by unit owners which shall be maintained for a period of 1 year from the date of the election, vote or meeting to which the document relates.

(b) The official records of the Association shall be maintained within the state. The records of the Association shall be made available to a unit owner within 5 working days after receipt of written request by the Board or its designee. This paragraph may be complied with by having a copy of the official records of the Association available for inspection or copying on the Condominium property or Association property.

(c) The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. A unit owner who is denied access to official records is entitled to three-times the actual damages or minimum damages for the Association's willful failure to comply with this paragraph. The minimum damages shall be \$50 per calendar day up to 10 days, the calculation to begin on the 11th working day after receipt of the written request. Notwithstanding the provisions of this paragraph, the following records shall not be accessible to Unit Owners:

1. A record which was prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which

was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

2. Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a unit.

3. Medical records of Unit Owners.

4.12 Actions Without a Meeting. Any action required or permitted to be taken at any meeting other than an annual meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a Unit is owned by more than one person or by a corporation, the consent for such Unit need only be signed by one person who would be entitled to cast the vote for the Unit as a co-owner pursuant to paragraph 3.03 of the By-Laws.

5. DIRECTORS.

5.01 Membership. The affairs of the Association shall be managed by a Board of no less than three (3) Directors nor more than five (5) Directors. Each Director shall be a person entitled to cast a vote in the Association, except as provided in Section 5.02(e) and 5.02(f) of these By-Laws. With the exception of the initial Board of Directors appointed by the Developers, and the Developer appointed Directors, the terms of the Directors shall be staggered so that approximately one-half of the Directors shall be subject to election at any annual meeting of members. Upon election by the unit owners of one-third of the members of the Board of Directors pursuant to 5.02(f) and paragraph 6.5 of the Articles, said Unit Owner Directors shall serve until the second annual meeting after their election. Their elected successors shall serve for two year terms. Elections held pursuant to these By-Laws to fill the remaining Unit Owner Directors of the Board shall result in such Directors serving initial terms staggered between one and two years to result in approximately (1/2) one-half of the Board of Directors being elected at any annual meeting of members. Thereafter, the term of their elected successors shall be for two years.

5.02 Election of Directors by Members. Election of directors to be elected by the members of the Association shall be conducted in the following manner:

(a) Within seventy five (75) days after the members other than the Developer are entitled to elect any directors, as provided in the Condominium Act and the Articles, or within seventy five (75) days after the Developer notifies the Association that it waives its rights to appoint one or more directors, the Association shall call, and give not less than sixty (60) days notice of an election for the members of the Board of Directors, they are then entitled to elect, or to

replace the appropriate number of directors previously appointed by the Developer. The election and notice thereof shall proceed in accordance with Florida Statute, Section 718.112(d)(3), as amended from time to time. Such special meeting may be called and the notice given by any member if the Association fails to do so. At such special meeting the members shall be required to elect any directors which they are entitled to elect, and if they fail to do so any directors appointed by Developer which would have been replaced by any directors elected by the members may resign without further liability or obligation to the Association.

(b) Except as provided above, the members shall elect directors at the annual members' meetings. If there is only one candidate for election to fill each vacancy, no election is required.

(c) The election of directors by the members shall be by written ballot or voting machine and by a plurality of the votes cast, each member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. Proxies shall in no event be used in electing the Board of Directors either in general elections or elections to fill vacancies caused by recall, resignation or otherwise. There shall be no cumulative voting.

(d) Notwithstanding any other provision of these By-Laws to the contrary, the Developer shall be vested with the power to designate the initial Board of Directors, who need not be members entitled to vote in the Association. The initial Board of Directors shall serve until unit owners are entitled to elect unit owners to replace a member or members of the initial Board of Directors as contained in the schedule set out in Paragraph 5.02(f) hereof.

(e) The unit owners other than the Developer shall be entitled to elect members of the Board of Directors at such times as are more specifically set forth in paragraph 6.5 of the Articles. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

(f) Prior to or not more than ninety (90) days after the time unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and the unit owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer including, but not limited to, the following items, if applicable:

(1) Original or a photocopy of the recorded Declaration and all amendments certified by the Developer or its agent as being a complete copy of the actual recorded Declaration;

(2) A certified copy of the Association Articles of Incorporation;

(3) A copy of the By-Laws;

- (4) The minute books, including all minutes, and other books and records of the Association, if any;
- (5) Any house rules and regulations which have been promulgated;
- (6) Resignation of officers and members of Board of Directors who are required to resign because the Developer is relinquishing control of the Association;
- (7) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of turnover. The records shall be audited by an independent certified public accountant. The minimum report required shall be a review in accordance with generally accepted accounting standards as defined by rule by the Board of Accountancy;
- (8) Association funds or control thereof;
- (9) All tangible personal property that is property of the Association;
- (10) A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the Association and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Developer, his agent or an architect or engineer authorized to practice in the State of Florida that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Common Elements and for the construction and installation of the mechanical components serving the improvements;
- (11) Insurance policies;
- (12) Copies of any certificates of occupancy, if any, which are available to Developer;
- (13) Any other permits issued by governmental bodies applicable to the condominium property in force or issued within one (1) year prior to the date the unit owners other than the Developer take control of the Association;
- (14) Roster of unit owners and their addresses and telephone numbers, if known, as shown on the Developer's records;
- (15) Leases of the Common Elements and other leases to which the Association is a party;
- (16) Employment contracts, if any;

(17) Service contracts, if any;

(18) Other contracts to which the Association is a party.

(19) A list of the names and addresses, of which the Developer had knowledge at any time in the development of the condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the improvements and in the landscaping of the condominium or association property.

(20) All written warranties of the contractors, subcontractors, suppliers, and manufacturers, if any, that are still effective.

5.03 Term. The term of each Director's service shall be as provided in 5.01 above, with such term expiring at the appropriate annual meeting and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided, or until he resigns.

5.04 Organizational Meeting. The newly elected Board shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.05 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors.

5.06 Special Meetings. Special meetings of the Board may be called by the president at any time and must be called by the Secretary at the written request of one-third (1/3) of the Directors.

5.07 Notice of Meetings. Notice of all regular and special meetings of the Board shall be given by the secretary, or by any officer or director, which notice shall state the day, place and hour of the meeting. Notice of all regular and special meetings shall be delivered to each director either personally or by telephone or telegraph, at least 48 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at his resident, or usual place of business, at least three (3) days before the day on which such meeting is to be held. Except in the case of any emergency, adequate notice of such meeting shall be posted conspicuously on the Condominium property 48 continuous hours in advance for the attention of Unit Owners. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium property not less than 14 days prior to the meeting. Evidence of compliance with

this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium property or Association property upon which all notices of board meetings shall be posted. If there is no Condominium property or Association property upon which notices can be posted, notices of board meetings shall be mailed or delivered at least 14 days before the meeting to the Owner of each unit. Notice of a meeting of the Board need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or conveyed, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Any notice of a meeting shall specifically incorporate an identification of agenda items to be discussed at such meeting. If the subject of assessments against unit owners are to be considered for any reason, then the notice required hereunder and under paragraph 5.08 shall specifically contain a statement that the assessments will be considered and the nature of any such assessments.

5.08 Attendance at Board Meetings. All meetings of the Board or committees thereof at which a quorum is present shall be open to all members and Institutional Mortgagees, and notice of such meetings, including an agenda, shall be posted conspicuously on the Bulletin Board at least forty-eight (48) hours in advance of such meeting, except in the event of an emergency. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. Such right shall be subject to such reasonable rules as may be adopted by the Association governing the frequency, duration and manner of Unit Owners' statements. Any Unit Owner may tape record or video tape meetings of the Board of Directors, subject to the rules adopted by the Florida Division of Land Sales, Condominiums and Mobile Homes. In the event anyone attending a meeting for the Board conducts himself in a manner which violates the reasonable rules adopted by the Association, then any director may expel said member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. Also, any director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a member, unless said person was specifically invited by the directors to participate in such meeting.

A Director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an unasserted conflict of interest.

5.09 Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these By-Laws shall constitute a quorum for the transaction of any business at a meeting of the Board. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number of directors is required by statute, the Condominium Act, the Declaration, the Articles, or by these By-Laws. A director may join by written concurrence in any action taken at a meeting of the Board but such concurrence may not be used for the purposes of creating a quorum. A director may appear at a

Board meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the directors and members present as in an open meeting.

5.10 Presiding Officer. The presiding officer of the Board meeting shall be the chairman of the Board if such an officer is elected; and if none, the president of the Association shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.11 Order of Business. The order of business at a Board meeting shall be:

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

5.12 Committees. The Board may appoint such committees from the membership of the Association as the Board deems appropriate to make non-binding recommendations to the Board. Pursuant to Florida Statute, Section 718.112(c), meetings of a committee to take final action on behalf of the Board, or make recommendations to the Board regarding the Association budget shall be subject to the provisions of paragraph 5.07 above.

5.13 Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.14 Removal of Directors. Directors may be removed as follows:

(a) Any director other than a director appointed by the Developer may be removed by majority vote of the remaining directors, if such director has been absent for the last three consecutive Board meetings, and/or adjournments and continuances of such meetings.

(b) Any director other than a director appointed by the Developer may

be removed with or without cause by the vote of a majority of the members of the Association at a special meeting of the members called by not less than ten percent (10%) of the members of the Association expressly for that purpose. Notice of such meeting shall be given as required for all meetings of the members and shall state the purpose of the meeting. The provisions of Florida Statute, Section 718.112(j), as amended from time to time, shall apply to the removal of any director under this paragraph and the filing of such vacancy.

(c) Any director, other than a director appointed by the Developer and who is no longer a member of the Association, shall automatically be removed as a director as of the date he is no longer a member without any action by the Board or the members.

5.15 Vacancies.

(a) Vacancies in the Board may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual election and until his successor is duly elected, unless sooner displaced. If there are no directors, then a special meeting of the members shall be called to elect the directors. Notwithstanding anything contained herein to the contrary, both the Developer and the Unit Owners at all times shall each have the right to appoint the maximum number of directors that each is permitted to elect or appoint by the Condominium Act and by the Articles, and any vacancies on the Board may be filled by either the Developer or the Unit Owners to the extent that the number of directors then serving on the Board which were appointed by either the Developer or the Owners is less than the number of directors the Developer or the Unit Owners are then entitled to appoint.

(b) In the event the Association fails to fill vacancies on the Board sufficient to constitute a quorum in accordance with these By-Laws, any Unit Owner may apply to the Circuit Court of the County in which the Condominium is located for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Common Elements a notice describing the intended action giving the Association the opportunity to fill the vacancies, the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted member of the Board, and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

5.16 Directors Appointed by the Developer. Notwithstanding anything contained herein to the contrary, the Developer shall have the right to appoint the maximum number of directors in accordance with the privileges granted to the Developer pursuant to the Condominium Act and the Articles. All directors appointed by the Developer shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the Board. Replacement of any director appointed by the Developer shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated as successor director. The removal of any director and the designation of his successor by the Developer shall become effective

immediately upon delivery of such written instrument by the Developer.

5.17 Compensation. Directors shall not be entitled to any compensation unless the members elect to pay them compensation, and set the amount of such compensation, at any meeting of the members. However, directors designated by the Developer shall never, under any circumstances, be entitled to compensation.

5.18 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration, Articles of Incorporation of the Association, and these By-Laws, shall be exercised by the Board of Directors, subject only to approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but not be limited to, the following, subject, however, to the provisions of the Declaration, Articles of Incorporation of the Association, and these By-Laws.

- (a) Assess. To make and collect assessments against members to defray the costs, expenses and losses of the Condominium.
- (b) Disburse. To use the proceeds from assessments in the exercise of its powers and duties.
- (c) Maintain. To maintain, repair, replace and operate the Common Elements.
- (d) Insure. To purchase insurance upon the Common Elements and insurance for the protection of the Association and its members, as well as liability insurance for the protection of the Directors and officers of the Association.
- (e) Reconstruct. To reconstruct improvements after casualty and further improve the condominium property, pursuant to the terms of the Declaration.
- (f) Regulate. To make and amend reasonable rules and regulations respecting the use of the Common Elements in the manner provided by the Declaration, which shall include the power to impose fines for violations thereof.
- (g) Approve. To approve or disapprove the repair or replacement of any improvements or landscaping to be constructed on the Common Elements as provided in the Declaration.
- (h) Management Contract, Leases and Contracts. To contract for the management and maintenance of the Common Elements and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the Common Elements. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act, including, but not limited to, the making of assessments,

promulgation of rules, and execution of leases and contracts on behalf of the Association.

(i) Payments of Liens. To pay taxes and assessments which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the Units subject to such liens.

(j) Enforce. To enforce by legal means provisions of the Condominium Act, the Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations for the use of the property in the Condominium, including the enforcement by legal means of the collection of assessments.

(k) Utilities. To pay the cost of all power, water, sewer, and other utility services rendered to the Condominium and not billed to owners of individual units.

(l) Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association. Any agreement providing for services of the Developer to the Association may not exceed three (3) years. Any such agreement must provide for the termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

(m) Banking. To maintain bank accounts on behalf of the Association.

(n) Fines. To levy fines against unit owners and/or tenants for violations of the Declaration, Articles of Incorporation, these By-Laws and the Rules and Regulations established by the Association to govern the units in the Condominium. The Board of Directors shall establish a procedure for the levy of such fines, which procedure shall be adopted as a part of the Rules and Regulations of the Association.

(o) Purchase Units. The Association shall have the power to purchase units in the condominium and to hold, lease, mortgage and convey same. The Association shall have the power to own and convey property.

(p) Sue and Be Sued. To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as natural person.

(q) Limited power to convey common elements. Pursuant to Florida Statute, Section 718.112(m), the Association shall have the limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right of way expansion, or other public purpose.

6. OFFICERS.

6.01 Members and Qualifications. The officers of the Association shall include a president, a vice president, a treasurer and a secretary, all of whom shall be elected by a majority of the directors and may be preemptively removed from office with or without cause by the directors.

Any person may hold two or more offices except that the president shall not also be the secretary or assistant secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be appropriate to manage the affairs of the Association from time to time. Each officer shall hold office until the meeting of the Board following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these By-Laws.

6.02 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.03 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these By-Laws for the regular election or appointment of such office.

6.04 The President. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

6.05 The Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

6.06 The Secretary and Assistant Secretary. The secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the directors or the president. The assistant secretary shall perform the duties of the secretary when the secretary is absent. The duties of the secretary may be fulfilled by a manager employed by the Association.

6.07 The Treasurer. The treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of accounts for the Association in accordance with good accounting principles, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He shall submit a Treasurer's Report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all Assessments and shall report to the

Board the status of collections as requested. The duties of the treasurer may be fulfilled by a manager employed by the Association.

6.08 Compensation. Neither the officers nor directors shall be entitled to compensation. However, neither this provision, nor the provisions that directors will not be compensated unless otherwise determined by the members, shall preclude the Board from employing a director or an officer as an employee of the Association and compensating such employee, nor shall they preclude the Association from contracting with a director for the management of property subject to the jurisdiction of the Association, or for the provision of services to the Association, and in either such event to pay such director a reasonable fee for such management or provision of services. Under no circumstances may an officer who is a designee of the Developer receive compensation for his services as such.

6.09 Indemnification. Every officer and every director of the Association shall be indemnified by the Association in accordance with Article VIII of the Articles.

7. FINANCES AND ASSESSMENTS.

7.01 Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

(a) Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications and expenses by the amounts of expenses by accounts and expense classifications.

(b) Current Expense. Current expense shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This shall include but not be limited to:

- (1) Cost for security;
- (2) Professional, administration and management fees and expenses;
- (3) Taxes;
- (4) Cost for recreation facilities;
- (5) Expense for refuse collection and utility services;
- (6) Expense for lawn care;

- (7) Cost for Common Elements and Limited Common Elements maintenance and repair occurring annually;
- (8) Insurance costs;
- (9) Administrative and salary expenses;
- (10) Other expenses;
- (11) Operating capital.

(b) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which are the obligation of the Association which occur less frequently than annually.

(c) Reserve for Replacement. Reserve for replacement shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

(d) Betterments. Reserve to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

7.02 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and shall provide funds for the foregoing reserves.

(a) The Board shall mail, or cause to be mailed, a meeting notice and copies of the proposed annual budget to all members not less than fourteen (14) days prior to the meeting at which the budget will be considered by the directors, which meeting shall be open to the Unit Owners.

(b) If an adopted budget requires Assessments against Unit Owners (members) in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, the Board, upon written application of 10% of the members to the Board, shall call a special meeting of the members within sixty (60) days after the presentation of such application, upon not less than fourteen (14) days written notice to each member. At the special meeting so called, Unit Owners shall consider and ratify the budget, or enact an alternate budget, by a vote of not less than a majority of all members. In the alternative, the Board may propose any budget to the Unit Owners at a meeting of the members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all Unit Owners in writing, the budget shall be adopted. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether

Assessments exceed one hundred fifteen percent (115%) of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Common Elements, expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to any Common Elements shall be excluded from computation. However, as long as the Developer is in control of the Board, the Board shall not impose an Assessment (exclusive of the above excluded matters) for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's Assessment without approval of a majority of all of the Unit Owners.

(c) The proposed annual budget of the Board of Directors shall be detailed and shall show the amounts budgeted by accounts and expense classifications including, if applicable, but not limited to, the provisions of Florida Statute 718.504(21). In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance and repair and replacement of Common Elements, Limited Common Elements or other Association property that must be replaced on a periodic basis, in which the estimated cost of replacement exceeds \$10,000. These accounts shall include, but not be limited to pavement resurfacing, roof replacement and maintenance of the forklift system. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any change in estimates of extension of the useful life of a reserve item caused by deferred maintenance. Such reserve accounts may be deleted from the budget or reduced, if the non-Developer membership of the Association has, by an affirmative majority vote, either in person or by limited proxy, at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than set out herein. If a meeting of unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

(d) If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the expenses of the Association for the fiscal year which the adopted budget applies to, the Board may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption, and any necessary member approval, of an amended budget.

(e) Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserved expenditures unless their use for other purposes is approved in advance by vote of the majority of the voting interests, voting in person or by limited proxy at a duly called meeting of the Association. Prior to turnover of control of the Association by the Developer to unit owners other than the Developer pursuant to Florida Statutes, Section 718.301, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-Developer voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

7.03 Assessments and Assessment Roll.

(a) Assessments against the unit owners for their shares of the items of the budget shall be made in advance on or before December 20, preceding the year for which the assessments are made. Such assessments shall be due on January 1 of the assessment year but at the discretion of the Board of Directors may be payable in twelve (12) equal monthly installments, one of which shall come due on the first day of each month of the year for which the assessments are made. In any event assessments shall be payable not less frequently than quarterly. Assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient or if emergency expenditures are necessary which were not anticipated in the adopted budget of the Association, the budget and assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors. The first assessment shall be determined by the Board of Directors of the Association and shall commence to accrue upon those units in the condominium at the time of conveyance of the first unit by the Developer to a purchaser unless otherwise provided by the Board of Directors.

(b) From time to time the Board shall have the right to, by majority vote, adopt Special Assessments or Assessments for emergencies as set forth in Article XII of the Declaration. Any such special Assessments or Assessments for emergencies shall not be deemed an amendment to the budget of the Association, and shall not require the approval of the members, so long as the Assessments are made for items which are not anticipated to be incurred on a regular or annual basis, or are for betterments to any Common Elements, Limited Common Elements or to any property owned by the Association. Upon the adoption of any such Special Assessment, or Assessment for an emergency, the Board shall determine the amount of same required to be paid by any Unit Owner, which shall be in the same proportion as a Unit Owner's share of the expenses of the Common Elements or Limited Common Elements for which the Assessment applies, and shall notify the appropriate Unit Owners of the amount of their Assessments, and when and where same shall be paid.

(c) The Association shall maintain an Assessment roll for each member of the Association designating the name and current mailing address of the Unit Owner, the amount of each Assessment against such Unit Owner, the dates and amounts in which the Assessments come due, the amounts paid upon the account of the Unit Owner, and the balance due.

7.04 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment for that fiscal year upon filing of a claim of lien and notice to the unit owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (30) days after the delivery of the notice to

the unit owner.

7.05 Depositories. The funds of the Association shall be deposited in such accounts in Sarasota County, Florida, as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S., Treasury Bills and money market accounts with an investment firm or firms all in accordance with resolutions approved by the Board of Directors. Association funds shall be withdrawn only over the signature of the President or such other persons as the Board of Directors may authorize. The Board of Directors may require more than one (1) signature on checks and bank drafts. The funds shall be used for Association purposes only.

7.06 Application of Payments and Commingling of Funds. All sums collected by the Association from assessments shall be maintained separately in the Association name.

7.07 Accounting Records and Reports. The Association shall maintain accounting records according to good accounting practices. The records shall be open to inspection by Unit Owners and Institutional Mortgagees or their authorized representatives, at reasonable times upon written request, and written summaries of the reports shall be supplied at least annually to Unit Owners or their authorized representatives. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the Assessment roll of the members referred to above. The Board shall conduct an annual audit of the accounts of the Association by a certified public accountant and a copy of the report shall be made available upon written request to each member, or their authorized representative, within fifteen (15) days after same is completed.

7.08 Fidelity Bonds. Fidelity bonds are required by the Board of Directors for the President, Secretary and Treasurer of the Association and for all other persons handling or responsible for funds of or administered by the Association. The amount of such bonds shall be determined by the Directors as set forth in Article VIII of the Declaration; provided, however, that said bonds shall be in an amount not less than that required by statute. The premiums on such bonds shall be paid by the Association.

8. PARLIAMENTARY RULES.

8.01 Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with any Declaration, the Articles or these By-Laws.

9. AMENDMENTS.

Except as otherwise provided, these By-Laws may be amended in the following manner:

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

9.02 Initiation. A resolution to amend these By-Laws may be proposed either by the

Board of Directors, or by thirty-three percent (33%) or more of the members of the Association. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law _____ for present text." Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

9.03 Adoption of Amendments.

(a) A resolution for the adoption of the proposed amendment shall be adopted either: (a) by two-thirds vote of all of the directors; or (b) by not less than a majority of the votes of the membership of the Association present at a meeting held for that purpose at which a quorum is present. Any amendment approved by the members may provide that the Board may not further amend, modify or repeal such amendment.

(b) Notwithstanding anything contained herein to the contrary, until a majority of the Board is elected by Unit Owners other than the Developer, these By-Laws may be amended by majority vote of the Board without the vote or approval of the members of the Association.

9.04 Proviso. No amendment to these By-Laws shall:

(a) Make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the Units. No amendment shall be made that is in conflict with the Condominium Act, the Declaration, or the Articles. Prior to the closing of the sale of all Units that will be ultimately operated by the Association, including Units in all phases of the Condominium as contemplated by the Declaration, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer shall join in the execution of the amendment, including, but not limited to, any right of the Developer to appoint directors.

(b) Discriminate against any Unit Owner(s), or affect less than all of the Unit Owners within the Condominium, without the written approval of all of the Unit Owners so discriminated against or affected.

9.05 Execution and Recording. No modification of, or amendment to, the By-Laws shall be valid until recorded in the public records of the county in which the Condominium is located.

10. RULES AND REGULATIONS. From time to time the Board may enact rules and regulations governing the details of the operation and use of the Common Elements, not in conflict with the Condominium Act, any Declaration, the Articles or these By-Laws. Any such rule or

regulation may be enforced by the Association against any member of the Association. Any such rule or regulation may be repealed, modified or amended by a majority vote of the members, and any such rule or regulation repealed by the members may not be re-enacted by the Board without the approval of a majority of the members. However, the members shall not have the right to enact any rule or regulation. Copies of all promulgated rules and amendments or modifications thereto shall be furnished by the Board of Directors to unit owners not less than fifteen (15) days prior to the effective date thereof. At no time may any rules or regulations be promulgated, modified or rescinded to prejudice the rights reserved to the Developer.

11. MISCELLANEOUS.

11.01 Tenses and Genders. The use of any gender or of any tense in these By-Laws shall refer to all genders or to all tenses, wherever the context so requires.

11.02 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.03 Conflicts. In the event of any conflict, the Condominium Act, any other statute, any Declaration, the Articles, these By-Laws, and the Rules and Regulations of the Association shall govern, in that order.

11.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these By-Laws or the intent of any provisions hereof.

11.05 Waiver of Objections. The failure of the Board or any officers of the Association to comply with any terms and provisions of any Declaration, the Articles, or these By-Laws which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the Association within ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

11.06 Arbitration. In the event of internal "Disputes," as defined in Florida Statutes, Section 718.1255, the parties to such Dispute shall seek resolution of such Dispute by submitting such dispute to non-binding arbitration in accordance with Florida Statutes, Section 718.1255.

The foregoing was adopted as the By-Laws of the Association at the First Meeting of the Board on the _____ day of _____, 2005.

SECRETARY

APPROVED BY:

PRESIDENT

ARTICLES OF INCORPORATION

OF

GULF HARBOR MARINA CONDOMINIUM ASSOCIATION, INC.,

A Florida not-for-profit corporation

Pursuant to Section 617, Florida Statutes, Gulf Harbor Marina, LLC, a Florida limited liability company, located at 800 North Highland Avenue, Suite 200, Orlando, Florida 32803, as Incorporator, creates these Articles of Incorporation for the purposes set forth below.

ARTICLE I

NAME

The name of the corporation, herein called the "Association", is Gulf Harbor Marina Condominium Association, Inc., and its initial principal office and mailing address is 800 North Highland Avenue, Suite 200, Orlando, Florida 32803.

ARTICLE II

PURPOSE AND POWERS

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Gulf Harbor Marina, a Condominium, located in Sarasota County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earning of the Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida and of a condominium association under the Florida Condominium Act, except as expressly limited or modified by these Articles, the Declaration of Condominium, and the Bylaws; and it shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the condominium documents as they may hereafter be amended, including but not limited to the following:

A. To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.

B. To protect, maintain, repair, replace and operate the condominium property and association property.

- C. To purchase insurance for the protection of the Association and its members.
- D. To repair and reconstruct improvements after casualty, and to make further improvements of the condominium property.
- E. To make, amend and enforce reasonable rules and regulations in the manner set forth in the Bylaws and subject to any limitations in the Declaration of Condominium.
- F. To approve or disapprove the transfer, leasing and occupancy of units, as provided in the Declaration of Condominium.
- G. To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.
- H. To contract for the management and maintenance of the condominium and the condominium property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.
- I. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- J. To borrow money as necessary to perform its other functions hereunder.
- K. To grant, modify or move any easement in the manner provided in the Declaration of Condominium.
- L. To own and convey property.
- M. To assess Unit Owners and enforce assessments.
- N. To sue and be sued.
- O. To contract for services necessary to operate and maintain the Condominium Property and any easements dedicated to or for the benefit of the Condominium Property including any infrastructure.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of the Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE III

MEMBERSHIP

- A. The members of the Association shall be all record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws.

B. The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.

C. The owners of each unit, collectively, shall be entitled to a number of votes in Association matters as set forth in the Declaration of Condominium. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM

The term of the Association shall be perpetual.

ARTICLE V

BYLAWS

The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS

A. The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

B. Except for Directors appointed by the Developer (as defined in the Declaration of Condominium), Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

C. The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

INITIAL DIRECTORS

The initial Directors of the Association shall be:

Name

Thomas P. Lawler

Address

800 North Highland Avenue,
Suite 200

Orlando, Florida 32803

J. Todd Manuel

800 N. Highland Avenue,
Suite 200
Orlando, Florida 32803

David M. Wilner

800 N. Highland Avenue,
Suite 200
Orlando, Florida 32803

ARTICLE VIII

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

A. Proposal. Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least two-thirds (2/3) of the voting interests of the Association.

B. Vote Required. Prior to the turnover of control of the Association by the Developer to unit owners other than the Developer, these Articles may be amended by the Board at a duly noticed Board meeting. Subsequent to turnover, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. As long as Developer owns a unit, no amendment to these Articles shall be deemed effective which in any way modifies the rights, benefits or privileges granted or reserved to Developer, without Developer's prior written consent, which consent may be denied in Developer's absolute discretion.

C. Certificate; Recording. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Sarasota County, Florida, with the formalities required by the Condominium Act.

ARTICLE IX

INDEMNIFICATION

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgement or

other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.

B. A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

C. A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE X

INITIAL REGISTERED AGENT

The initial registered office of the Association shall be at: 800 North Highland Avenue, Suite 200, Orlando, Florida 32803.

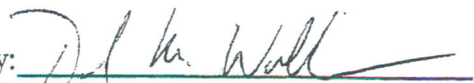
The initial registered agent at said address shall be: Warren E. Williams.

WHEREFORE, the Incorporator has caused these Articles of Incorporation to be executed this 25 day of October, 2005.

INCORPORATOR:

GULF HARBOR MARINA, LLC, a
Florida limited liability company

By:

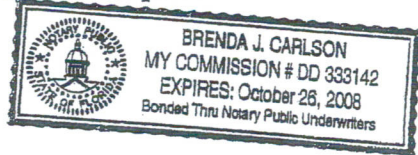


David M. Willner
As its: Manager

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged this 25th day of October, 2005, by David M. Willner, as Manager of Gulf Harbor Marina, LLC, a Florida limited liability company, who is personally known to me or who _____ has produced _____ (type of ID) as identification.

Brenda J. Carlson
Notary Public (SEAL)
My Commission Expires:



**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR THE SERVICE OF PROCESS IN THIS STATE**

PURSUANT to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Act:

Gulf Harbor Marina Condominium Association, Inc., desiring to organize under the laws of the State of Florida, with its principal office at 800 North Highland Avenue, Suite 200, Orlando, Florida, 32803, has named Warren E. Williams, with an office located at 800 North Highland Avenue, Suite 200, Orlando, Florida, 32803 as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.



Warren E. Williams
Registered Agent

Date: 10-25-05