

EXHIBIT "F"
TO
DECLARATION OF CONDOMINIUM
OF
SUNFLOWER
A Multi-Phase Condominium

ER2614 nr1461

BY-LAWS OF

SUNFLOWER CONDOMINIUM ASSOCIATION, INC.
A NON-PROFIT CORPORATION

OFFICES

1. The principal office of the corporation shall be at 200 Lariat Circle, Boca Raton, Palm Beach County, Florida.
2. For the purpose of service of process, the corporation shall designate a resident agent, which designation may be changed from time to time, and his office shall be deemed an office of the corporation for the purpose of service of process.

MEMBERS' MEETINGS

3. All meetings shall be held at the office of the corporation, or may be held at such other place and time as shall be stated in a notice thereof.
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The ~~first~~ ^{2nd week of May} annual meeting of members shall be held as set forth in Article VIII of the Articles of Incorporation, and subsequent annual meetings shall be held on the ~~same date in each succeeding year, unless such date falls on a Sunday or legal holiday, in which event, it shall be held on the next secular day following, at 7:00 P. M.~~ At such meetings, the members shall elect, by majority vote, such member or members of the Board of Directors as they shall be entitled to elect in accordance with the Articles of Incorporation, and transact such other business as may properly be brought before the meeting.
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Unless waived in writing, written notice of the annual meeting shall be sent by ~~certified~~ mail to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least fourteen (14) days prior to the meeting, and such notice shall be posted at a conspicuous place on the condominium property at least fourteen (14) days prior to said meeting.
6. At least fourteen (14) days before every election of Directors, a complete list of the members entitled to vote at said election, arranged numerically by condominium units with the residence of each, shall be prepared by the Secretary. Such list shall be opened at the place where the election is to be held during said fourteen (14) days for the examination of any member entitled to vote, and shall be produced and kept at the time and place of election during the whole time thereof.
7. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of a majority of the members entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.
8. Written notice of a special meeting of members, stating the time, place and purpose of such meeting, and the specific action proposed to be taken thereat, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation, at least fourteen (14) days before such meeting, and such notice shall be posted at a conspicuous place on the condominium property at least fourteen (14) days prior to said meeting.

9. Business transacted at all special meetings shall be confined to the objects and actions to be taken as stated in the notice.
10. Fifty-one per cent (51%) of the total number of members entitled to vote, present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by proxy, shall 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. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.
11. When a quorum is present at any meeting, the vote of a majority of members present in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of statute, or of the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.
12. At any meeting of the members, every member having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such member; provided, however, that no one person shall be designated to hold more than five (5) proxies.
13. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if written consent to the action, signed by all of the members entitled to vote, is filed with the minutes of the proceedings of the corporation prior to taking such action.

- DIRECTORS

14. The number of Directors which shall constitute the Board of Directors shall be ~~not less than three (3) nor more than five (5)~~. A majority of the Board of Directors shall constitute a quorum for all purposes. The initial Board of Directors and the manner of filling vacancies of the initial Board of Directors shall be as set forth in Article VII of the Articles of Incorporation of the corporation, and they shall serve as provided for therein until the first annual meeting of the members, or until their successors are chosen and qualify. The Directors shall be elected at the annual meeting of the members, and each Director shall be elected to serve until the next annual meeting and/or until his successor shall be elected and qualify. Directors must be members or nominees of members, except as otherwise provided for in the Articles of Incorporation.
15. The Directors may hold their meetings and keep the books of the corporation at the office of the corporation in Palm Beach County, Florida, or such other place within said County as they may from time to time determine.
16. After the Declarer has relinquished control of the corporation, if the office of one or more Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of

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the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred; provided, however, that during the time the Declarer is entitled to elect at least one (or more) member of the Board of Directors, the Declarer shall have the right to replace such director or directors as were originally elected or designated by it at any time or from time to time. Vacancies in the initial Board of Directors shall be filled as provided for in the Articles of Incorporation.

17. Directors other than the initial members of the Board of Directors, other than directors designated or elected by the Declarer may be removed for cause by an affirmative vote of seventy-five per cent (75%) of the members.
18. The property and business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, or by the Articles of Incorporation, or by these By-Laws, or by the Declaration of Condominium of SUNFLOWER, a Condominium, directed or required to be exercised or done by the members.
- 6/14/82 19. The salaries of all officers, employees and agents of the corporation shall be fixed by the Board of Directors, ^{to comply for OAH} excepting that the salaries for directors for services other than as such shall be fixed by the members, as provided in the succeeding Paragraph 21.

EXECUTIVE COMMITTEE

20. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate an executive committee to consist of two (2) or more directors of the corporation, which, to the extent provided in said resolution, shall have and may exercise the powers of the Board of Directors in the management of the business affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it, provided that said resolution shall so provide.
- 6/14/82 21. Directors, as such, shall not receive any salary for their services, ~~provided that nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor. The salaries for directors for services other than as such shall be fixed by the members.~~

MEETINGS OF THE BOARD

22. The initial Board of Directors and the initial officers shall be as set forth in the Articles of Incorporation and shall hold office until removed by the Declarer or until the first annual meeting of the Board of Directors. Annual meetings of the Board of Directors will be held immediately following the election of the members of the Board of Directors at the annual meetings of the members.
23. Regular meetings of the Board of Directors may be held at such time and place within Palm Beach County, Florida, as shall be determined from time to time by a majority of the Board of Directors.
24. Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each director, either personally or by mail or by telegram. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors. Notice of any and all meetings of the Board of Directors may be waived by appropriate written waiver.

25. All meetings of the Board of Directors, and any committees thereof, shall be open to all members, and notice of all such meetings shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance for the attention of all members, except in an emergency.
26. At all meetings of the Board of Directors, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation, or by these By-Laws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum shall be present.
27. Minutes of all meetings of the Board of Directors and any committee thereof shall be kept in a business-like manner and shall be available for inspection by directors and members at all reasonable times.

NOTICES

28. Whenever under the provisions of the statute, or of the Articles of Incorporation, or of these By-Laws, notice is required to be given to any director or member of the corporation, it shall not be construed to mean personal notice, but such notice may be given in writing, by certified mail, depositing the same in a post office or letter box, in a postage-paid sealed envelope, addressed to such director or member at such address as appears on the books of the corporation, and such notice shall be deemed to be given at the time when the same shall thus be deposited.
29. Whenever any notice is required to be given under the provisions of statute, or of the Articles of Incorporation, or of these By-Laws, the person or persons entitled to such notice may waive notice by executing a written waiver either before, at or after the meeting.

OFFICERS

30. The officers of the corporation shall be chosen by the majority vote of the directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose additional Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers.
31. The Board of Directors at its first meeting after each annual meeting of members shall choose a President, and one or more Vice Presidents, a Secretary and a Treasurer, none of whom, excepting the President, need be a member of the Board of Directors.
32. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. *No comp for officers - or from articles and bylaws*
33. The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. The initial officers and the manner of filling vacancies of the

initial officers shall be as set forth in Article VI of the Articles of Incorporation of the corporation and they shall serve as provided for therein.

THE PRESIDENT

34. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and of the Board of Directors, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect.
35. He shall execute all documents and contracts on behalf of the corporation, and if required, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

THE VICE PRESIDENTS

36. The Vice Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall prescribe.

THE SECRETARY, TREASURER AND ASSISTANTS

37. The Secretary shall attend all sessions of the Board of Directors and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and when authorized by the Board of Directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature, or by the signature of an Assistant Secretary.
38. Assistant Secretaries, in order of their seniority, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Directors shall prescribe.
39. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.
40. The Treasurer shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the corporation.
41. If required by the Board of Directors, the Treasurer shall give the corporation a bond, the premium therefor to be paid by the corporation, in such sum, and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and

for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all his books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

42. Assistant Treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer and shall perform such other duties as the Board of Directors shall prescribe.
43. If required by the Board of Directors, all officers of the corporation may be bonded, and the corporation shall bear the cost of bonding.

DIRECTORS' ANNUAL STATEMENT

44. The Board of Directors shall present at each annual meeting, and when called for by a majority vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation. The annual statements shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice and copies thereof shall be made available at the office of the corporation for examination by any member.

CHECKS

45. All checks or demands for money and notes of the corporation shall be signed by such officer or officers, or such other person or persons, as the Board of Directors may from time to time designate.

FISCAL YEAR

46. The corporation shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year basis whenever deemed expedient for the best interests of the corporation.

SEAL

47. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization, the words "Corporate Seal, Florida", and shall contain the words "Corporation not for Profit". Said seal may be used by causing it or a facsimile thereof to be impressed or affixed to any instrument required to be sealed.

MEMBERSHIP

48. Membership in the corporation shall be limited to owners of Condominium Units in SUNFLOWER, a Condominium. The owner of a Condominium Unit shall automatically be and become a member of this corporation. A member shall be entitled to one (1) vote for each Condominium Unit owned by him. A corporation may own a Condominium Unit or Units, and may vote through an authorized officer, or by proxy, as it elects. If a Condominium Unit is owned by more than one owner, there shall nevertheless be only one membership assigned to said Unit and the vote for said membership shall be cast by the owner or person designated in writing by all of the owners of said Condominium Unit.

CONTRACT DOCUMENTS

49. The contract documents relating to this Condominium and the ownership of a Condominium Unit therein shall include the Declaration of Condominium, these By-Laws, the Articles of Incorporation, and the pertinent statutes from time to time pertaining, all as amended from time to time in accordance with law.

ASSESSMENTS

50. The Board of Directors shall establish and approve an annual budget of common expenses and shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued ownership, operation and maintenance of the condominium property, including its operating expenses, the payment for any items of betterment, and the establishment of appropriate operating accounts or reserve funds as the Board of Directors shall deem meet and proper. That sum or sums shall include provision for property taxes and assessments of the Condominium (until such time as any of such taxes or assessments are made against the Condominium Units individually, and thereafter as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the Condominium Property and improvements thereof (and such personal property of the Condominium as are part of its Common Elements), which may include a deductible provision, premiums for adequate public liability insurance as specified in the Declaration, legal and accounting fees, management fees, operating expenses of the Property and this corporation, maintenance, repairs and replacements, (but only as to the Common Elements, except for emergency repairs or replacements deemed necessary to protect the Common Elements and property chargeable to the individual Condominium Unit concerned), charges for utilities and water used in common for the benefit of the Condominium, cleaning and janitor service of the Common Elements, any expenses and liabilities incurred by the corporation in connection with the indemnification of officers and directors provided for herein and in and about the enforcement of its rights or duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the Unit Owners.

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After the initial determination of the annual cash requirements to be made, the subsequent determination thereof shall be made on a calendar year basis by the Board of Directors by the first Tuesday in the month of April of each year, unless the time thereof shall be changed by resolution of the Board of Directors. A copy of the proposed annual budget of common expenses shall be mailed to the Unit Owners not less than thirty (30) days prior to the meeting at which the Board of Directors shall consider the budget, together with a notice of the time and place of such meeting, which shall be open to the Unit Owners. If a budget is adopted by the Board of Directors which requires assessment against the Unit Owners in any fiscal year exceeding one hundred fifteen per cent (115%) of such assessments for the preceding year, upon written application of ten per cent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held upon not less than ten (10) days' written notice to each Unit Owner, but within thirty (30) days of the delivery of such application to any director, at which special meeting the Unit Owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, the revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of all Unit Owners entitled to vote. The Board of Directors may in any event propose a budget to the Unit Owners at a special meeting of the Unit Owners or by written consent in lieu of such special meeting, and if such proposed budget be approved by the Unit Owners at the special meeting, or by a majority of their whole number by written consent, such budget shall not thereafter be re-examined by the Unit Owners in the manner hereinabove set forth, nor shall the directors be recalled by the terms hereof. In determining whether assessments exceed one hundred fifteen per cent (115%) of similar assessments for prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair

or replacement of the Condominium Property or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation, assessment for betterments to the Condominium Property imposed by the Board of Directors.

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51. Regular assessments shall be paid by the members on a monthly basis. The standard of assessments for the first year of operation (or pro rata part thereof) shall be as set forth in a projected operating budget of the Condominium. Said assessment shall be computed then and thereafter in the manner set forth in the Declaration of Condominium and these By-Laws. When the assessment is fixed by the Board of Directors, it shall be retroactive to the first day of that calendar year and the Unit Owners will be credited against any accrued monthly assessment charges for that year with the sums they have theretofore paid in that year. Monthly assessment charges once fixed shall continue until changed by the Board of Directors hereunder and shall be due and payable without notice, or demand, not later than the fifth (5th) day of each month of the month due. With respect to changed assessments and/or demands for retroactive arrearages, notice in writing must be given to each member, and payment will be due and payable without further or other notice within ten (10) days of the posting of such notice as hereinabove provided for the service of notices. *offer for*
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It is understood between the members and the corporation that an assessment fixed hereunder is based upon the projection and estimate of the Board of Directors, and may be in excess of, or less than, the sums required to meet the cash requirements of the Condominium, in which event, the Board of Directors, by appropriate action taken at a meeting, consistent herewith, may increase or diminish the amount of said assessment, and make such adjustments respecting the operating accounts or reserves as in their discretion is meet and proper, including the assessment of each Unit Owner of his appropriate share of any deficiency as fixed by the Board of Directors.

The aforescribed assessment charges shall not include assessments for utilities separately charged and metered to each Unit and consumed therein. Nor shall said assessments include any charges for alteration, repairs, maintenance, etc., chargeable to an individual Condominium Unit, unless, as aforesaid, repairs or replacements which would ordinarily be the obligation of the Unit Owner must be made for the protection of the Common Elements of the Condominium and same have not been made by the Owner of the Unit concerned.

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Special assessments, should they be required, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of two kinds: (i) those chargeable to all members in the same proportion as regular assessments to meet shortages or emergencies, and (ii) those assessed against one member alone (requiring unanimous vote of the Board) to accomplish repairs and maintenance for which he is responsible within his Unit, which he has failed to make, which situation impairs the value of or endangers the common elements of the Condominium, or which are for expenses incident to the abatement of a nuisance within his Unit.

Common expenses which are to be the subject of said assessment shall be defined from time to time by the Board of Directors and shall include all items of expense pertaining to the operation and maintenance of the common elements of the Condominium, the operation of this corporation

and its expenses, and other lawful expenses authorized or described by Chapter 711, Florida Statutes, the Declaration of Condominium, the Articles of Incorporation, or these By-Laws, as they may from time to time be amended; provided, however, that material alterations or substantial additions to the common elements may be authorized only by an amendment to the Declaration of Condominium pursuant to Section 711.06 (3), Florida Statutes.

DEFAULT UNDER ASSESSMENTS

- 52. In the event of a default by a Unit Owner in the payment of any assessment payable by him, the corporation shall have all rights and remedies provided by law, including, but not limited to, those provided by Chapter 711.15, Florida Statutes, and the liability of the Unit Owner shall include liability for reasonable attorneys' fees and for court costs incurred by the corporation incident to the collection of such Assessment or enforcement of its lien. If the corporation elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit pendente lite, to be fixed by the Board of Directors, and the corporation shall be entitled to the appointment of a receiver to collect same. At any judicial sale held in the proceedings to enforce said lien, the corporation may bid on the Condominium Unit thereat and acquire and hold, lease, mortgage and convey the same, as the Board of Directors may determine. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

STATUTORY POWERS

- 53. The corporation shall have the powers, rights and authority, (including the lien rights) set forth and provided in Chapter 711, Florida Statutes, subject to any limitations thereon imposed by the Articles of Incorporation, or these By-Laws, or the Declaration of Condominium, as said instruments may be effective from time to time including any amendments thereto.

TRANSFER OF CONDOMINIUM UNIT

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- 54. A Condominium Unit (being the Condominium Unit and the undivided share in the Common Elements which is appurtenant to the Unit) may be transferred in freehold by deed as provided by law. Such transfer shall automatically confer membership in this corporation unto the transferee. The Owner of each Condominium Unit shall be free to sell, mortgage, pledge or lease said Unit; provided, however:
54.1 Before any Unit Owner shall sell his Condominium Unit, he shall first obtain the consent of the corporation by action of its Board of Directors. The Unit Owner shall submit a copy of the proposed contract of sale to the Board of Directors of the corporation, together with a financial statement or credit report concerning the purchaser and the corporation shall have twenty (20) days from receipt of the foregoing within which to approve or disapprove said sale. If the corporation remains silent, it shall constitute an approval. If the corporation fails to approve, the Board of Directors shall affirmatively state so, and shall agree on behalf of the corporation to purchase the Condominium Unit on the same terms and conditions as set forth in the contract submit-

ted to it, provided such contract is bona fide, and the closing of the transaction and the terms and conditions thereof shall be strictly in accordance with said contract. In the event that the corporation remains silent, or grants consent to such transfer and the closing of the contract does not take place, any future sales of the Condominium Unit shall require reapplication for such consent.

54.2 The provisions relating to leases and sales provided for herein shall not apply to the Declarer defined in the Declaration of Condominium, and such Declarer, and any assignee of the Declarer upon whom it confers the rights provided for herein, shall be free to sell or lease any Unit without the consent or approval of the corporation, and to any person and upon any terms and conditions as the Declarer determines.

54.3 The provisions relating to leases and sales provided for herein shall not apply to any institutional mortgagee as defined in the Declaration of Condominium who acquires title to any Unit by foreclosure, or deed in lieu of foreclosure during the time such institutional mortgagee continues to hold title.

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RESPONSIBILITY FOR REPAIR AND MAINTENANCE OF A UNIT

55. The interior and all parts thereof of a Condominium Unit shall be kept in a good condition and repair at all times by and at the expense of the Owner thereof and shall be maintained in a clean and safe condition and free of nuisance or commission of waste. Each Owner of a Condominium Unit will promptly comply with any requirements of the insurance underwriters of the Condominium. Any failure to repair or replace within the walls of the Condominium Unit, as may be required for good and proper and safe maintenance thereof, and which endangers, or impairs the value of, the Condominium or its common elements, may be repaired or replaced by the corporation at the expense of the Unit Owner, to be collected by special assessment as heretofore provided, which assessment may include the cost to the corporation in and about the abatement of any nuisance kept and maintained by the Unit Owner therein; and a right of entry is granted to the corporation in and to any Unit to inspect the same and/or make repairs or replacements thereto as may be required hereunder.

NUISANCE

56. Each Unit Owner shall be responsible for the use and occupation of his Condominium Unit in a lawful, quiet and orderly fashion, so as not to disturb or endanger other Owners or their families or guests. Any nuisance, public or private, may be abated by public authority, or by court action by the corporation or any aggrieved Owner.

BOOKS AND RECORDS

57. The corporation shall maintain accounting records according to good accounting practices and said records shall be kept at the corporation's office and shall be open to inspection during normal business hours by members and any Institutional Mortgagee. Such records shall include:

- (a) The record of all receipts and expenditures.
- (b) An account for each Unit which shall designate the name and address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due.
- (c) A register for the names of any mortgage holders, or lien holders, on Units who have requested in writing that they be registered and to whom the corporation will give notice of default in case of non-payment of assessments. No responsibility by the corporation is assumed with respect to said register except that it will give notice of default to any registered mortgagee or lienor therein, if so requested by said mortgagee or lienor.

The Secretary of this corporation shall act as the Transfer Agent to record all transfers and/or registrations in the aforescribed books.

AUTHORITY OF UNIT OWNER

- 58. No Unit Owner or member of the corporation as such shall have any authority to act for the corporation or bind it.

AMENDMENTS OF BY-LAWS

- 59. These By-Laws may be amended, altered, rescinded, or added to by resolution adopted by a majority vote of the Board of Directors of this corporation at any duly convened meeting of the Board of Directors at any time prior to the Declarer relinquishing control of the Association to Unit Owners and thereafter by such majority vote of the Board of Directors when approved by a seventy five percent (75%) vote of members entitled to vote at a duly convened meeting of the members; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or add to these By-Laws, unless prior written notice of said meeting, specifying the proposed change, has been given to all directors and members at least fourteen (14) days prior to the meeting, or said notice is appropriately waived by written waiver. Any member, or any director may propose an amendment to these By-Laws to the Board of Directors or the membership, as the case may be. No amendment shall adversely affect the lien or priority of any mortgage holder or lien holder without the prior written approval of such holder.

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CONSTRUCTION

- 60. Wherever the masculine form is used in these By-Laws, it shall be construed to mean the masculine, feminine, or neuter, the singular or plural, whenever the context so requires, and shall include and apply to a corporation.

UNIT AND FACILITIES USE

- 61. The property and facilities of the corporation shall at all times be restricted in use to the housing and related needs of the lawful occupants of the Condominium and their guests.

VALIDITY OF BY-LAWS

62. If any provision of these By-Laws, or part thereof, shall be adjudged invalid, the same shall not affect the validity of any other provision, or part thereof.

RULES AND REGULATIONS

63. The Board of Directors may from time to time adopt rules and regulations for the operation of the Condominium, and all Unit Owners shall abide thereby; provided, however, that said rules and regulations shall be equally applicable to all Unit Owners similarly situated and uniform in their application and effect.

INDEMNIFICATION

64. Members of the initial Board of Directors need not be members of this corporation. Thereafter, members of the Board of Directors need not be members of this corporation if they are nominees of a corporate member. Otherwise, each member of the Board of Directors must be a member of the corporation. If a Condominium Unit is owned by more than one person, the membership relating thereto shall nevertheless have only one vote which shall be exercised in the manner provided for in these By-Laws. The corporation does hereby indemnify all persons who serve as officers and Directors of this corporation, as specifically set forth in Article XII of the Articles of Incorporation of SUNFLOWER CONDOMINIUM ASSOCIATION, INC.

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66. Employment ~~of~~ / Compensation
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EXHIBIT "E"
TO
DECLARATION OF CONDOMINIUM
OF
SUNFLOWER
A Multi-Phase Condominium

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