

**AMENDED AND RESTATED BY-LAWS
OF
SHELTER COVE RESORT CONDOMINIUM, INC.**

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AMENDED AND RESTATED BY-LAWS
OF
SHELTER COVE RESORT CONDOMINIUM, INC.

ARTICLE I
GENERAL

The following Amended and Restated By-Laws ("By-Laws") shall govern the operation of the condominium known as SHELTER COVE RESORT CONDOMINIUM, INC., being a Florida corporation not for profit, organized and existing pursuant to Chapter 718, *Florida Statutes*, known as the Condominium Act.

Section 1. Name and Term. The name and term of existence of SHELTER COVE RESORT CONDOMINIUM, INC. ("Association"), shall be as set forth in the Articles of Incorporation.

Section 2. Rights, Powers and Duties. The Association and its Members, Directors, and Officers, shall have the rights, powers, duties and functions as set forth in these By-Laws, the Articles of Incorporation and Chapter 718, *Florida Statutes*, as amended from time to time.

Section 3. Members. The Members of the Association ("Members"), their qualifications, manner of admission, and transfer of membership shall be as set forth in the Articles of Incorporation.

Section 4. Definitions. Each capitalized term used in these By-Laws shall have the meaning ascribed to such term in the Declaration of Condominium for SHELTER COVE RESORT CONDOMINIUM, INC. ("Declaration") and Chapter 718, *Florida Statutes*, and as incorporated by reference in these By-Laws as if set forth herein.

ARTICLE II
OFFICERS

Section 1. Title of Officers. The executive officers of the Association shall consist of a President, Vice President, a Treasurer, and a Secretary, and such other officers as the Board from time to time may deem appropriate. Any person may hold two or more offices except that the President shall not also be the Secretary. The President and Vice President shall be members of the Board of Directors.

Section 2. President. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Members and the Board of Directors. The President shall have the general powers and duties usually vested in the office of President, including the power to appoint committees from among the Members or Directors from time to time as he may deem

appropriate to assist in the conduct of the affairs of the Association. The President shall execute such deeds, contracts, and other instruments in the name and on behalf of the Association (and under its corporate seal when a seal is required) except when such documents are required by law to be otherwise executed and except when the signing and execution of the documents shall be delegated by the Board to another officer or agent of the Association.

Section 3. Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence or disability and such other duties as may be required of him from time to time by the President or the Board.

Section 4. Secretary. The Secretary shall issue notices of all Board meetings and all meetings of the Members. The Secretary shall attend all meetings of the Board and all meetings of the Members and record all votes in the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose, and shall have charge of the minute book and such records and papers as the Board may direct, and shall perform all duties incident to the office of Secretary and such other duties as may be prescribed by the By-Laws or by the Board or the President. The Secretary shall have custody of the Seal of the Association and when authorized by the Board shall affix the same to any instrument requiring it and attest the same when appropriate. The Secretary shall compile and keep up to date, at the principal office of the Association, a complete list of the Members and their last known post office addresses, and the names and addresses of any proxy holders or voting trustees. The Secretary shall make the minute book available for inspection by the Members and Directors at all reasonable times.

Section 5. Treasurer. The Treasurer shall have custody of the corporation funds and securities and shall keep full and accurate accounts of receipts and disbursements and books belonging to the corporation and shall deposit all monies and other valuable effects in the name of and to the credit of the corporation in such depositories as may be designated from time to time by the Board. The Treasurer shall disburse the funds of the Association as from time to time may be ordered by the Board or by the President, shall make proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board or whenever they or any of them shall require, and account of his transactions as Treasurer and/or the financial condition of the Association. The Treasurer shall collect the assessments and shall periodically report the status of collections and of all delinquencies to the Board. The Treasurer shall give status reports to potential transferees, on which reports the transferees may reply. The Treasurer shall, in addition, keep all books and records of accounts as may be required by Chapter 718, *Florida Statutes*, or any other applicable law. The accounting records of the Association shall be open to inspection by the Members at all reasonable times, and a summary of the records shall be provided to each Member along with the notice of the annual meeting required in these By-Laws.

Section 6. Manner of Selection and Removal. Officers shall be Members and Directors. Officers of the Association shall be elected at each annual meeting of the Board of Directors by the affirmative vote of majority of Directors when a quorum is present, and shall hold office at the pleasure of the Board. Any officer elected or appointed by the Board may be removed at any time,

with or without cause, by the Board, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board. Any vacancy in any office may be filled at any meeting of the Board by the affirmative vote of a majority of the Directors at which a quorum is present. The Board may appoint other officers and grant them the duties deemed appropriate.

Section 7. Compensation. Officers shall not be entitled to compensation.

ARTICLE III BOARD OF DIRECTORS

Section 1. Membership. The affairs of the Association shall be managed by a Board of Directors (the "Board") of not less than three nor more than seven Directors; the exact number of Directors to be determined by the Board of Directors prior to the initial notice of election. The term of office of each board member shall extend until the next annual meeting of the Members and subsequently until the successor is duly elected and qualified or until he is removed in the manner elsewhere provided. The Board may, from time to time, increase the number of Directors of the Board as they deem to be in the best interests of the Association, provided that such determination shall not effect the term of a duly qualified and seated Director of the Board.

Section 2. Powers and Duties. The Board shall have and may exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties, and functions. The Board is authorized to adopt and amend Rules and Regulations, not inconsistent with Chapter 617 or 718, *Florida Statutes*, the Declaration, the Articles of Incorporation, and these By-Laws governing the Units and appurtenances, the common elements, and all the facilities owned or controlled by the Association. The Board may do or cause to be done all other lawful acts and things which are not by law, the Declaration, the Articles of Incorporation, these By-Laws, or otherwise, specifically directed or required to be done or exercised by the Members. When appropriate, the Board may make reasonable delegation of its authority to officers and/or employees of the Association or to professionals such as accountants, association managers, property managers or attorneys.

For each infraction of the Rules and Regulations, the Board may levy against any offending Member or Members a sum not to exceed either \$100 per violation or such higher amount as may then be allowed by applicable law. This remedy shall be in addition to and not in lieu of the remedies provided in the Declaration, the Articles of Incorporation, or these By-Laws. A Member against whom a fine is sought to be levied shall be afforded an opportunity for hearing before a committee of disinterested Members appointed by the Board, and shall further be entitled to reasonable notice of not less than fourteen (14) days. The notice shall include a statement of the date, time, and place of the hearing, a statement of the provision(s) of Chapters 617 or 718, *Florida Statutes*, the Declaration, the Articles of Incorporation, these By-Laws, or Rules and Regulations which allegedly have been violated, and a short and plain statement of the matters asserted by the Association. The Member and, if applicable, an occupant, licensee, or invitee under the Member,

shall have an opportunity to respond, present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

If any Member files a written complaint by certified mail with the Board, the Board of Directors shall respond to the Member in writing within thirty (30) days after receipt of the complaint pursuant to Section 718.112(2)(a)(2), *Florida Statutes*. The Board's response shall give a substantive response to the complaint, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of advice, provide in writing a substantive response to the complainant. If a legal opinion is requested, the Board shall, within sixty (60) days after receipt of the complaint, provide in writing a substantive response to the complainant. The failure to provide a substantive response to the complainant as provided herein precludes the Board from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

Section 3. Manner of Selection and Removal. Directors shall be Members. An election of Directors shall be held at the annual Members' meeting at which a quorum is present, or at a special meeting called for that purpose. Each Director shall be elected by a plurality of the Members present at the meeting in person or by proxy.

Pursuant to Section 718.1124, *Florida Statutes*, if the Association fails to fill vacancies on the Board sufficient to constitute a quorum in accordance with the By-Laws, any member may apply to the circuit court within whose jurisdiction the Condominium lies 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 Member shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action, giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a Receiver is appointed, the Association shall be responsible for the salary of the Receiver, for costs, and attorneys' fees. The Receiver shall have all powers and duties as a duly constituted board and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

Section 4. Compensation. Board members shall not be entitled to compensation.

Section 5. Committees. The Board may appoint Committees as deemed appropriate in carrying out its purpose.

ARTICLE IV
BOARD OF DIRECTORS MEETINGS

Section 1. Quorum. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, or these By-Laws.

The joinder of a Director in the action taken at a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

Section 2. Annual Meetings. Annual meetings of the Board shall be held as soon as practicable after the annual meeting of the Members at such a place as shall be designated by the Board. Regular meetings of the Board may be held at such time and place permitted by law and from time to time as may be determined by a majority of the members of the Board when a quorum is present. Notice of regular and special meetings of the Board shall be given to each Director by telegram or by United States Mail sent to each Director at least three (3) days prior to the day of the meeting. The Board may, by resolution, duly adopted, establish regular monthly, quarterly, or semi-annual meetings for which separate notice to the Directors shall not be required.

Section 3. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of two or more of the Directors. All meetings of the Board and any committee of the Board at which a quorum of the members of that committee is present shall be open to the Members, who may speak at such meetings on all designated agenda items. The Board may adopt reasonable Rules and Regulations governing the frequency, duration and manner of Member statements.

Section 4. Notice Requirements. Adequate notice of all meetings of the Board, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least 48 continuous hours preceding the meeting, except in an emergency. Any item not included on the notice may be taken up on emergency basis by the vote of 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 a Rule or Regulation regarding unit use will be considered, shall be mailed or delivered to the Members and posted conspicuously on the Condominium Property not less than 14 days prior to the meeting. Evidence of compliance of 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. On notice to the Members, the Board, shall, by duly adopted rule, designate a specific location on the Condominium Property on which all notices of Board meetings shall be posted. Notice of any meeting in which regular Assessments against

Members are to be considered for any reason specifically shall contain a statement that regular Assessments will be considered and the nature of any such Assessments.

Section 5. Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting, and the waiver shall be deemed equivalent to the giving of notice to the Director. Attendance at the meeting shall constitute waiver of notice of the meeting, except when the Director's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because a meeting is not lawfully called.

Section 6. Telephonic Meetings. Members of the Board may participate in any meeting of the Board by means of a telephone conference. When a telephone conference is used, a telephone speaker shall be used so that the discussion may be heard by the Directors and the Members present in an open meeting. Directors utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

Section 7. Unanimous Consent of the Directors. Any action required to be taken at a meeting of the Board or a committee thereof may be taken without a meeting, provided that all of the members of the Board or the committee consent to such action in writing, and provided further, that such writing sets forth the actions to be taken, and assigned by all of the members of the Board or committee thereof.

Section 8. Adjourned Meetings. If, at the meeting of the Board, there would be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 9. Presiding Officer. The presiding officer at the meeting of the Directors shall be the Chairman of the Board, if such an officer has been elected, and if no Chairman of the Board has been elected, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside. Alternatively, the Board may designate the Association's property manager or attorney to be the presiding officer at the Board meeting.

Section 10. Order of Business. The order of business at meetings of the Directors shall be determined by the presiding officer with the following elements as a general guide: (1) call to order, (2) statement of quorum, (3) proof of due notice or waiver of notice of the meeting, (4) approval of minutes of the prior meeting, (5) new business, (6) financial report, (7) old business, and (8) adjournment.

Section 11. Disqualification and Resignation of Directors. A Director may resign at any time by sending a written notice of such resignation to the office of the corporation delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. More than three consecutive absences from regular meetings of the Board, unless excused by resolution of the Board, shall automatically constitute a resignation effective when such

resignation is accepted by the Board. In the event a Director ceases to be an owner of a condominium unit or having an interest therein, then the directorship shall immediately and automatically terminate. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment and said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board. In the event that one or more Directors resign or is disqualified, then the remaining members of the Board may elect a replacement for each such Board member who has resigned or been disqualified. Upon election, such replacement Board member shall be for all purposes a member of the Board of Directors who shall serve the remainder of the unexpired term of the Board member who he or she is replacing.

ARTICLE V MEMBER MEETINGS

Section 1. Quorum. Members present in person or represented by proxy entitled to cast at least 35% of the votes of all members shall constitute a quorum. When a quorum is present at any meeting, a simple majority of the votes duly cast by the Members present at the meeting or represented by written proxy shall decide any question brought before the meeting, unless the question is one in which by express provision of Chapter 718, *Florida Statutes*, the Declaration, the Articles of Incorporation, or these By-Laws, a different vote is required, in which case the express provision shall govern and control. If any meeting of Members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the Members present in person, until a quorum is present.

Section 2. Proxy Voting Requirements. All members may vote by proxy unless prohibited by Chapter 718, *Florida Statutes*, the Articles of Incorporation, these By-Laws or other applicable laws.

Section 3. Proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Member executing it.

Section 4. Annual Meeting, Vacancy Caused by Expiration of Term, and Terms. There shall be an annual meeting of the Members held at the office of the Association, for the purpose of electing Directors and the transaction of any other business authorized to be transacted by the Members. Unless earlier removed, each Director shall hold office for one year. The Chairman of the Board of Directors or President of the Association, if the Directors have not elected a Chairman, shall be the presiding officer at meetings of members, but he President or the Board may request and appoint the Association's manager or attorney to be the presiding officer.

Section 5. Method of Calling Meetings. All annual and special meetings of the Association shall be held in Osceola County, Florida, at the office of the Association, or at such other place as may be permitted by law and from time to time as fixed by the Board and designated in the notices.

of meetings. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members with the notice of each meeting.

Annual meetings of the Members shall be held on such date and at such time as the Board may select from time to time. Notice of the meeting shall incorporate the agenda, and shall be hand delivered or sent by United States Mail to each Member listed in the membership book of the Association at the address shown in the membership book at least 14 days prior to the meeting ("Member of Record"). Unless a Member waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Member. In addition to the written notice, the Secretary shall conspicuously post notice of the annual meeting on the Condominium Property at least 14 continuous days preceding the annual meeting. On notice to the Members, the Board shall by duly-adopted rule designate a specific location on the Condominium Property in which all notices of membership meetings shall be posted.

Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these By-Laws, the Articles of Incorporation, or the Declaration may be called by the President, a majority of the Board, or by the members having one-fifth of the votes of the membership. The purposes and items to be discussed at any special meeting of the members must be specifically set forth in detail in the notice of special meeting. No business shall be transacted at any special meeting except as stated in the notice of the meeting unless by consent of three-fourths (3/4) of the Members represented at the meeting either in person or by proxy. Notice of all special meetings shall be given by the Secretary to Members of Record, or if the Secretary shall fail to do so, by the President or any member of the Board, not less than 14 days prior to the date of the meeting, stating the date, time, and place of the meeting, and the purpose or purposes. The Members may waive notice of a special meeting and shall be deemed to have waived notice by being present at the meeting.

When a unit is owned by more than one person, the Association shall provide notice for meetings and all other purposes, to that one address as one or more of the owners of the unit shall so advise the Association in writing, or if no address is given or the owners of the unit do not agree, to the address provided on the deed of record. An officer of the Association or the manager or other person providing notice of the Association meeting shall provide an affidavit or United States Postal Service Certificate of Mailing, to be included in the official records of the Association affirming that the notice was mailed or hand delivered, in accordance with this provision, to each Member at the address last furnished to the Association.

Section 6. Order of Business. The order of business at the annual meetings of the Members shall be as determined by the presiding officer with the following elements as a general guide: (1) call to order, (2) statement of quorum, (3) proof of due notice or waiver of notice, (4) approval of minutes of the prior meeting, (5) election of directors, (6) new business, (7) financial report; (8) old business, (9) adjournment.

Section 7. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by any provision of the statutes or of the Articles of Incorporation, or of these By-Laws, to be taken in connection with any action of the corporation, the meeting and vote of Members may be dispensed with if all of the Members who would have been entitled to vote upon the action, if such meeting were held, shall consent, in writing, to such action being taken.

Section 8. Miscellaneous Provisions. Pursuant to Section 718.112(d)(3), Members of the Board shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in Chapter 718, *Florida Statutes*. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to a vote, a first notice of the date of the election. Any Member other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before a scheduled election. Together with written notice and agenda as set forth in Section 718.112(2)(d)(2), *Florida Statutes*, the Association shall mail or deliver a second notice of the election to all Members entitled to a vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2" x 11", which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the cost of mailing or delivery and copying to be borne by the Association. However, the Association shall have no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Election shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20% of the eligible voters must cast a ballot in order to have a valid election of Members of the Board. New Members shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. A Member who needs assistance in casting the ballot for the reasons stated in Section 101.051, *Florida Statutes*, may obtain assistance in casting a ballot. Any Member violating this provision may be fined by the Association in accordance with Section 718.303, *Florida Statutes*. The regular election shall occur on the date of the annual meeting.

The Board shall nominate one person for each Director then serving. Nominations for Directors may also be made from the floor at the annual Members' meeting. If there is no nominee for election to a directorship or if no nominee is elected for such position at the annual meeting, then as soon as practicable thereafter, such directorship shall be filled by appointment of the Board on approval of at least 75% of the remaining members of the Board. The number of terms a person may serve as a Director is unlimited. In the event of a vacancy on the Board by reason of death, resignation, or otherwise (except an increase in the number of Directors on the Board), a majority of the Board is authorized to fill the vacancy, such successor to hold office as a Director for the unexpired term of his predecessor. In the event of a vacancy on the Board by reason of an increase in the number of Directors on the Board, a majority of the Board is authorized to fill the vacancy only for a term of office as a Director continuing until the next election of directors by the Members.

If after a written request of any Member that a vacancy be filled, the Board fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the Members at a duly called meeting in the same manner as the election of Directors provided in these By-Laws.

Section 9. Approval: Written Agreement. Any action which may be taken by the membership pursuant to a duly called meeting may be taken by written agreement without a meeting provided that: (a) proposal of action to be taken by the Members is mailed to every Member together with a request for approval or disapproval; and, the Members responding to the proposal ("Responding Members") hold at least 40% of the votes of all Members. Proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of Chapter 718, *Florida Statutes*, the Declaration, the Articles of Incorporation, or these By-Laws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

Section 10. Waiver of Notice. Members may waive notice of specific meetings as allowed in these By-Laws, the Declaration, or any statute.

Section 11. Member Participation. Members have the right to participate in meetings of Members with reference to all designated agenda items. However, the Association may adopt reasonable Rules and Regulations governing the frequency, duration, and manner of Member participation.

Section 12. Taping Meetings. Any Member may tape record or videotape a meeting of the Members subject to reasonable rules adopted by the Board in accordance with procedures established by the Division.

ARTICLE VI BUDGET MEETING

The Board shall determine an annual budget for the Association and shall mail or hand deliver a copy of the proposed annual budget to the Members not less than 14 days prior to the board meeting at which the budget will be considered together with a written notice of the time and place of that meeting. The meeting shall be open to all Members. If an adopted budget requires assessments against the Members in any fiscal or calendar year which exceed 115% of the assessments for the preceding year, the Board, upon written application of 10% of the voting interest to the Board, shall call a special meeting of the Members within thirty (30) days upon not less than ten (10) days written notice to each Member. Members shall consider and enact a budget. The adoption of the budget requires a vote of not less than a majority vote of all the voting interests. The Board may propose a budget to the Members at a meeting of 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 the voting interests in writing, the budget is adopted. If a meeting of the Members has been called and a quorum is not obtained or a substitute budget is not adopted by the Members, the budget adopted

by the Board goes into effect as scheduled. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property must be excluded from the computation.

If the Board fails for any reason to adopt a budget and authorize an assessment prior to the beginning of a new fiscal year, the budget and Assessment for the previous year shall be increased by 15% and shall continue in effect until a new budget is adopted.

If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board. Unpaid Assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

Copies of the budget and proposed Assessment shall be transmitted to each Member on or before December 1, preceding the year for which the budget is made. The budget is amended subsequently, a copy of the amended budget will be furnished to each member.

ARTICLE VII VOTING RIGHTS OF THE ASSOCIATION

The Association shall be entitled to one vote for each Unit owned by the Association. The total number of votes by the Association shall be equal to the total number of Units owned by the Association. So long as the Association is managed by a court appointed Receiver, the Association shall have no discretion in its voting, but rather, the votes of the Association shall be cast by the Receiver in the same percentage as the votes cast by other Unit Owners. After termination of the Receivership, the Board of Directors shall be entitled to vote the Units owned by the Association in the manner as it deems proper or appropriate under the circumstances. Upon the sale of a Unit owned by the Association, the voting rights of the new Unit Owner shall be as set forth in this Amended Declaration, and as further provided for in the Articles of Incorporation and By-Laws.

ARTICLE VIII ANNUAL BUDGET/ACCOUNTING

Section 1. Basic Requirements. The proposed annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Section 718.504(20), *Florida Statutes*. In addition, if the Association maintains limited common elements with the costs to be shared only by those entitled to use the limited common elements as provided for in Section 718.113(1), *Florida Statutes*, the budget or a schedule attached thereto shall show amounts budgeted therefor.

Section 2. Reserve Accounts. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. The reserve for deferred maintenance shall include funds for maintenance items that occur less frequently than annually. These accounts shall include, but are not limited to, any item for which the deferred maintenance expense replacement costs exceeds \$10,000. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement costs or deferred maintenance expense of each reserve item.

Section 3. Use of Reserve Funds. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless they are used for other purposes is approved in advance by a vote of the majority of the voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

Section 4. Accounting Services. The Association shall employ an independent certified public account to review or audit the financial affairs of the Association.

ARTICLE IX **ASSESSMENTS**

The Association shall collect from the Members their respective shares of the Assessments pursuant to the Declaration, in accordance with the procedure prescribed in the Declaration. Assessments against the Members for their share of the items of the budget shall be due for the calendar year annually in advance on or before the first day of December preceding the year for which the assessments are made. Such assessments shall be paid in monthly installments due on the 15th day of each and every month during the year for which the assessments are made. Any Assessment unpaid for more than ten (10) days after the due date, shall bear interest from the due date until paid at the rate of 18% per annum or such other amount as may be set from time to time by the Board; provided, however, that the rate charge shall not exceed the maximum rate under applicable usury laws, if any. If permitted under Chapter 718, *Florida Statutes*, and at the discretion of the Board, an administrative late fee for each delinquent Assessment or any installments on them, in an amount then allowed by applicable law, shall be due and payable by Member in addition to interest. Any costs of collection, including reasonable collection agency fees and reasonable attorneys' fees incurred in collection of a delinquent assessment shall be paid by the Member and shall be secured by a lien in favor of the Association on the respective Unit.

The Association may accelerate Assessments of a Member who is delinquent in payment of any Assessment. Accelerated Assessments shall be due and payable as of the date the claim of lien is filed. Accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

If a new annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment, and payment on such assessment shall be due upon each installment date until changed by an amended assessment. In the event the annual

assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board if the accounts of the amended budget do not exceed the limitations set forth above for that year. Any account that does not exceed such limitations shall be subject to the approval of the membership of the Association as previously required by the By-Laws. The unpaid assessment for the remaining portion of the calendar year for which an amended assessment is made shall be due and payable on the next semi-annual installment date during the remaining portion of said calendar year.

Assessments for common expenses in emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the owners of the units concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the owners of units concerned, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board may required in the notice of assessment.

All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board. All assessment payments by a Member shall be applied as to interest, delinquencies, costs and attorneys' fees. Other changes, expenses or advances, as provided herein and in the Declaration, and general or special assessments in such manner as the Board determines in its sole discretion.

ARTICLE X TRANSFER FEES

No charge shall be made by the Association or any body thereof in connection with the sale of a Unit unless the Association is required to approve such transfer and a fee for such approval is provided for in the Declaration, Articles, or By-Laws. No such fee may be present, but in no event any such fee exceed the amount provided by law per applicant, other than husband/wife or parent/dependent child, which are considered one applicant. While Unit Owners may lease their Units without the prior approval of the Association, the Association may require that a prospective lessee or the owner of the unit place a security deposit, in an amount not to exceed the equivalent of one month's rent, into an escrow account, maintained by the Association. The security deposit shall protect against damages to the common elements, limited common elements, and/or association property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in part two of Chapter 83, *Florida Statutes*.

ARTICLE XI FIDELITY BONDS

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. As used in this Article, the term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the President of the Association. The premium on such bonds shall constitute a common expense.

ARTICLE XII
AMENDMENT OF BY-LAWS

Section 1. Method. Amendments to these By-Laws shall be made in the following manner:

A. The Board shall adopt a resolution setting forth the proposed amendment and, if Members have been admitted, directing that it be submitted to a vote at either the annual or a special meeting of the Members. If no Members have been admitted, the amendment shall be adopted by a vote of the majority of Directors and the provisions for adoption by Members shall not apply.

B. Written notice setting forth the full text of the proposed amendment, as described in Section 2 below, shall be given to each Member of Record entitled to vote within the time and in the manner provided in these By-Laws for the giving of notice of meeting of Members. If the meeting is an annual meeting, the proposed amendment or summary may be included in the Notice of Annual Meeting.

C. At such meeting having a quorum in attendance by Members present in person or by proxy, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted on receiving the affirmative vote of fifty-one percent (51%) of the number of votes cast by the Members in person or by proxy at such meeting.

Section 2. Procedure. No By-Laws 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 the 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 to be added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of By-Law. See By-Law ___ for present text."

Section 3. Non-material Errors. Non-material errors or omissions in the amendment process will not invalidate an otherwise properly promulgated amendment.

Section 4. Specific Prohibitions. No amendment shall make any change in the qualification for membership without approval in writing of all Members and the consent of all record holders of mortgages on any Condominium Property or on property held by the Association. No amendment shall be made that is in conflict with Chapter 718, *Florida Statutes*, or the Declaration.

ARTICLE XIII
RECALL OF BOARD MEMBERS

Subject to the provisions of Section 718.301, *Florida Statutes*, and these By-Laws, any Director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the Members to recall a Director or Directors of the Board may be called by Members having ten percent (10%) of the votes of the entire membership giving notice of the meeting as required for a meeting of Members, and the notice shall state the purpose of the meeting.

Pursuant to Section 718.112(2)(k)1, *Florida Statutes*, if the recall is approved by a majority of the votes of the entire membership at a meeting, the recall shall be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Member meeting to recall one or more Board members. At the meeting, the Board either shall (i) certify the recall, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or (ii) proceed as set forth in Section 718.112(2)(k)3, *Florida Statutes*.

Pursuant to Section 718.112(2)(k)2, *Florida Statutes*, if the proposed recall is by an agreement in writing by Members having a majority of the votes of the entire membership, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service on the Board in the manner authorized by Chapter 48, *Florida Statutes*, and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board either shall (1) certify the written agreement to recall a Director or Directors, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or (2) proceed as described in Section 718.112(2)(k)3, *Florida Statutes*.

Pursuant to Section 718.112(2)(k)3, *Florida Statutes*, if the Board determines not to certify the written agreement to recall a Director or Directors of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the division a petition for arbitration pursuant to the procedures of Section 718.1255, *Florida Statutes*. For purposes of this Article, the Members who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any Director or Directors of the Board, the recall shall be effective on mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the division may take action pursuant to Section 718.501, *Florida Statutes*. Any Director or Directors so recalled shall deliver to the Board any and all records of the Association in his or their possession within five (5) full business days of the effective date of the recall.

Pursuant to Section 718.112(2)(k)4, *Florida Statutes*, if the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Member recall meeting, the recall shall be deemed effective and the Board member so recalled shall immediately turn over to the Board any and all records and property of the Association.

Pursuant to Section 718.112(2)(k)5, *Florida Statutes*, if a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding anything to the contrary in this Article. If vacancies occur on the Board as a result of a recall and a majority or more of the Board Members are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division.

ARTICLE XIV ARBITRATION

In the event of a dispute as defined in Section 718.1255, *Florida Statutes*, the disputing parties must arbitrate their dispute(s) in accordance with the provisions of Section 718.1255, *Florida Statutes*.

ARTICLE XV CERTIFICATE OF COMPLIANCE

A Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety code.

ARTICLE XVI COMMON ELEMENTS: LIMITED POWER TO CONVEY

The Association has a 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 purposes, whether negotiated or as a result of eminent domain proceedings.

ARTICLE XVII SUBSTANTIAL ADDITIONS OR ALTERATIONS

There shall be no substantial additions or alterations to the common elements or limited common elements unless the same are authorized by the Board and ratified by the affirmative vote of the voting members casting not less than seventy-five percent (75%) of the total votes of the Unit Owners present at any regular or special meeting of the Unit Owners called for that purpose.

ARTICLE XVIII
COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an assessment) by the Unit Owner in any of the provisions of the Declaration, of these By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of the Board, may notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of these By-Laws or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

Section 2. An action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners; an action in equity to enforce performance on the part of the Unit Owner; or, an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Upon a finding by the Court that the violation complained of is willful and deliberate, the Unit Owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action. Failure on the part of the Association to maintain such an action at law or in equity within thirty (30) days from date of a written request signed by a Unit Owner sent to the Board, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation in the manner provided for by the Condominium Act. Any violations which are deemed by the Board to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to one Unit Owner as a specific item which shall be a lien against said Unit with the same force and effect as if the charge were a part the common expense.

Section 3. Negligence or Carelessness of Unit Owner. Etc. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association if any. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this section, shall be charged to said Unit Owner as a specific item which shall be a lien against said Unit with the same force and effect as if the charge were a part of the common expense.

Section 4. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover all its attorneys' fees and expenses, including any and all attorneys' fees and expenses incurred in any appellate, bankruptcy, or post-judgment collection proceedings. Any judgment rendered against the Unit Owner will include a provision allowing for the subsequent assessment and award of attorneys' fees and costs incurred after judgment by the Association for the enforcement or collection of the judgment and

reserving jurisdiction to the trial court for the purpose of making such award. Furthermore, any judgment rendered in favor of the Association in any litigation arising in any way out of a default by a Unit Owner, shall accrue interest at the rate of twenty-five percent (25%) per annum, or the highest rate allowed by law, whichever is less.

Section 5. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition of the future.

Section 6. Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owner pursuant to any terms, provisions, covenants or conditions of the condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by condominium documents, or at law, or in equity.

ARTICLE XIX **ACQUISITION OF UNITS**

Acquisition on Foreclosure. At any foreclosure sale of a Unit, the Board may, with the authorization and approval by the affirmative vote of Voting Members casting not less than fifty-one percent (51%) of the total votes of the Unit Owners, wherein said matter is voted upon, acquire in the name of the corporation or its designee, a condominium parcel being foreclosed. The term "foreclosure" as used in this section, shall mean and include any foreclosure of any lien, including a lien for assessments. The power of the Board to acquire a condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board, or of the corporation, to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board to do so should the requisite approval of the Voting Members be obtained.

ARTICLE XX **NOTICES**

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices, as set forth in the Declaration of Condominium.

ARTICLE XXI **INDEMNIFICATION**

The Corporation shall indemnify every Director and every Officer, his heirs, executors, and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party, by reason of his being or having been

a Director or officer of the corporation, including reasonable counsel fees to be approved by the corporation, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XXII
LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former Owner or Member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and Member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XXIII
LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or by other Owners or persons.

ARTICLE XXIV
PARLIAMENTARY RULES

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

ARTICLE XXV
LIENS

Section 1. Protection of Property. All liens against a Condominium Unit other than for permitted mortgages, taxes, or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Condominium Unit shall be paid before becoming delinquent, as provided in these condominium documents, or by law, whichever is sooner.

Section 2. Notice of Lien. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Unit Owners shall give notice to the Association of every suit or other proceedings which will or may affect title to his Unit or any other part of the property, such notice to be given within five (5) days after the Unit Owner received notice thereof.

Section 4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

Section 5. Permitted Mortgage Register. The Association shall maintain a register of all permitted mortgages and, at the request of a mortgagee, the Association shall forward samples of all notices for unpaid assessments or violations served upon a unit owner to said mortgagee.

ARTICLE XVI **RULES AND REGULATIONS**

Section 1. Common Elements. The Board may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management, and control of the common elements of the Condominium and any facilities or services made available to the Unit Owners. The Board shall, from time to time, post in a conspicuous place on the Condominium Property, a copy of the rules and regulations adopted from time to time by the Board.

Section 2. As to Condominium Units. The Board may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Units, provided, however, that copies of such rules and regulations are furnished to each Unit Owner prior to the time the same becomes effective and, where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium Property.

The rules and regulations hereinafter enumerated shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said rules and regulations are as follows:

1. No animals, livestock or poultry of any kind shall be kept or maintained in any Unit except customary household pets, and then only under the control of a responsible party. The Board may make and amend further Rules and Regulations regarding pets.

2. An easement five feet (5') in width along each line of each Unit is hereby granted by each Unit Owner to each other Unit Owner and to the Association for the purpose of installation, repair and maintenance of utility services lines, conduits, poles and the like.

3. No outdoor toilets shall be installed or allowed on any Unit. The Condominium has or will install suitable and adequate sanitary facilities as provided by the laws of the State of Florida,

and each user of such facility agrees to protect the same and prevent loss or damage to accrue thereto.

4. No nuisance shall be allowed upon the Condominium Property nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the Property by its residents.

5. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed to exist.

6. No commercial activity of any kind whatsoever shall be conducted on, or from any Unit in the Condominium without the written approval of the Board of Directors. The foregoing shall not, however, prevent the Association from designating certain areas in the Condominium for commercial use or recreational commercial use.

7. The Condominium Association formed shall levy and collect a reasonable assessment against the owners of each Unit sufficient to cover each Unit's proportionate share of the actual cost of operating and maintaining all Common Elements, providing water, electricity and garbage disposal service, sewage service, general maintenance and carrying out of its duties hereunder as "management." The collection of these sums shall be provided for in an adequate manner to assure the maintenance necessary.

8. The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property.

9. The Unit Owner shall not permit or suffer anything to be done which will obstruct or interfere with the right of other Unit Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

10. No person shall use the Common Elements or any part thereof, or a Condominium Unit or the Condominium Property or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association.

11. An owner of a Unit shall maintain his Unit and the appurtenances thereon in a neat and attractive manner in like-new condition so that the Unit of any other Unit Owner will not be damaged by his neglect.

12. Unit Owners shall be responsible at Owner's expense, for all repairs, and replacement of the Owner's Unit. The Owner's responsibilities include, without limitation:

1. The electrical, mechanical and plumbing lines, water lines, sewer lines, pipes, fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit or serving the Unit.

2. The circuit breaker panel and all electrical wiring going into the Unit from the panel.

3. Any main water supply shut-off valve for the Unit.

13. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers of all Units shown on the condominium plan or plans hereinbefore referred to, recorded or to be recorded, their heirs, executors, administrators, and assigns, and if said Owners or any of them, their heirs, executors, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such Units in the subdivision in which said campsite is situated to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from or doing or to recover damages for such violation including costs of the suit and a reasonable attorney's fee. Any invalidation of any of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

14. In the event of any conflict between the rules and regulations contained herein, or from time to time amended or adopted, and the condominium documents, or the Condominium Act, the latter shall prevail. Where required by the Condominium Act, any amendment to the rules and regulations herein shall be recorded in the Official Records of the county in which this Condominium is located in the manner required by the Condominium Act.

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration, the provisions of the Declaration shall prevail.

15. An Owner of a Unit shall pay all ad valorem taxes, personal property taxes, or real estate taxes on his particular Unit, whether assessed directly or assessed against the Condominium as a whole, and prorated by the Board of Directors of the Association. The Association may include in the regular assessment a sum adequate to pay all real property taxes on the individual Condominium Unit as well as the Common Elements. The collection of these sums shall be provided for in an adequate manner to assure the maintenance necessary.

ARTICLE XXVII ACCESS TO UNITS

No object shall be placed in or on the common area by a Unit Owner which will interfere in any manner with the use of said area, or render said area unsightly.


A person or persons designated by the Board of Directors of the Association shall be granted permission by an Owner to enter his Unit in any case of emergency or to make repairs which are immediately necessary. The cost of said repairs, if they incur inside the Unit, shall be borne by the Unit Owner.

ARTICLE XXVIII
ADDITIONAL PROVISIONS

Section 1. Miscellaneous. Should any paragraph, sentence, phrase, or portion of any provision of these By-Laws ("Provision") be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts or the application of such Provision to different circumstances. If any Provision of these By-Laws conflict with any applicable law, statute, rule, regulation, or ordinance (collectively "Law"), the Provision shall be deemed to comply with the Law. If any Provision of these By-Laws conflicts with the Declaration, the Provision shall be deemed to comply with the Declaration.

Section 2. Indemnification. Every officer and Director shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees, incurred and imposed in connection with any proceedings to which he may be a party, in which he may become involved by reason of his being or having been an officer or Director, whether or not he is an officer or Director at the time expenses are incurred. The officer or Director shall not be indemnified if he is adjudged guilty of gross negligence or willful misconduct or shall have breached his fiduciary duty to the Members. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board. The foregoing right shall be in addition to and not exclusive of all other rights to which the Director or officer may be entitled.

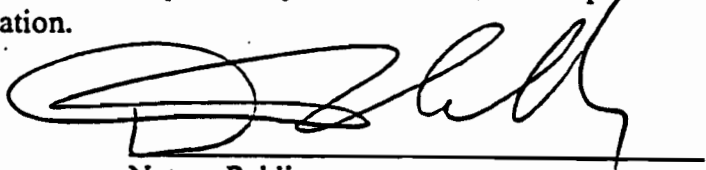
Section 3. Corporate Seal. The Association shall have a seal in circular form with two concentric circles having within their circumference the words "Shelter Cove Resort Condominium, Inc., a Florida Not for Profit Corporation" and the year of incorporation in the center of that circle.


Secretary

STATE OF FLORIDA

COUNTY OF ORANGE

~~January~~ ^{December} THE FOREGOING INSTRUMENT was acknowledged before me this 18 day of ~~January~~, 1998, by Terrence P. Crawford, as Receiver of SHELTER COVE RESORT CONDOMINIUM, INC., a Florida corporation, who is personally known to me, or who produced personally known _____ as identification.



Notary Public
My commission expires:

