

**EXHIBIT "4"**

**BYLAWS**

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**BYLAWS  
OF  
SERENATA CONDOMINIUM ASSOCIATION, INC.**

*A corporation not for profit organized  
under the laws of the State of Florida*

1. Identity. These are the Bylaws of SERENATA CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.

1.1 Fiscal Year. The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year. The provisions of this Section 1.1 may be amended at any time by a majority of the Board of Directors of the Association.

1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration for SERENATA CONDOMINIUM, unless herein provided to the contrary, or unless the context otherwise requires.

3. Members.

3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of October following the year in which the Declaration is filed.

3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to those agenda items specifically identified in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the Condominium's estimated operating budget, reference should be made to Section 10.1 of these Bylaws; and (ii) as to special meetings regarding recall of Board members, reference should be made to Section 4.3 of these Bylaws.

3.3 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit a Unit Owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting, may do so, provided that the Unit Owner has filed a written request with the Secretary of the Association not less than 24 hours prior to the scheduled time for

commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

(a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;

(b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting;

(c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and

(d) At least 48 hours (or 24 hours with respect to a Board meeting) prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

3.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members (annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of an annual or special meeting shall be hand delivered, electronically transmitted or sent by regular mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as last furnished to the Association by the Unit Owner. However, if a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address initially identified for that purpose by the Developer and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing; or if no address is given or if the Owners disagree, notice shall be sent to the address for the Owner as set forth on the deed of the Unit. The posting and mailing of the notice for either special or annual meetings, which notice shall incorporate an identification of agenda items, shall be effected not less than fourteen (14) continuous days, nor more than sixty (60) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of members' meetings shall be posted. In lieu of or in addition to the physical posting of notice of any meeting of the Unit Owners on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association, if any. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express

purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, or the manager or other person providing notice of the 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 notices of meetings were posted and mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

3.5 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to cast in excess of 33 1/3% of the votes of members entitled to vote at the subject meeting.

3.6 Voting.

(a) Number of Votes. Except as provided in Section 3.11 hereof, in any meeting of members, the Owners of each Unit shall be entitled to cast the number of votes designated for their Unit as set forth in the Articles. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes entitled to be cast by the members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes Of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one person, that person's right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless a President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until evoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

3.7 Proxies. Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as specifically provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division. Limited proxies shall be permitted for votes to the extent permitted by the Act. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. A proxy may be

made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful 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 shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.

3.8 Adjourned Meeting. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked.

3.9 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Collect any ballots not yet cast;
- (b) Call to order by President;
- (c) Appointment by the President of a chairman of the meeting (who need not be a member or a director);
- (d) Appointment of inspectors of election;
- (e) Counting of Ballots for Election of Directors;
- (f) Proof of notice of the meeting or waiver of notice;
- (g) Reading of Minutes;
- (h) Reports of officers;
- (i) Reports of committees;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board

members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which all members (or authorized persons) entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

#### 4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors (other than designees of the Developer) must be Unit Owners (or, if a Unit is owned by a business entity, then the director(s) must be an officer, director, shareholder, manager, or member of such business entity, as applicable) and must be natural persons who are 18 years of age or older. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony). Directors may not vote at Board meetings by proxy or by secret ballot.

4.2 Election of Directors. Election of Directors shall be held at the annual members' meeting, except as herein provided to the contrary. Not less than sixty (60) days prior to a scheduled election, the Association shall mail, deliver or electronically transmit to each Unit Owner entitled to vote, a first notice of the date of election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than forty (40) days prior to the scheduled election. Together with the notice of meeting and agenda sent in accordance with Section 3.4 above, the Association shall then, mail, deliver or electronically transmit a second notice of the meeting, not less than fourteen (14) continuous days prior to the date of the meeting, to all Unit Owners entitled to 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 inches by 11 inches furnished by the candidate, which must be furnished by the candidate to the Association not less than thirty five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association is not liable 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.

The election of directors shall be by written ballot or voting machine. Proxies shall in no event be used in electing the Board at general elections or to fill vacancies caused by resignation or otherwise, provided, however, that limited proxies may be used to fill a vacancy resulting from the recall of a director, in the manner provided by the rules of the Division. Elections shall be decided by a plurality of those ballots and votes cast. There shall be no quorum requirement, however at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There shall be no cumulative voting.

Notwithstanding the provisions of this Section 4.2, an election is not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

#### 4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by members (as addressed in Section 4.3(b) below), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors at any Board meeting (even if the remaining Directors constitute less than a quorum), provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of Section 4.15 hereof shall be filled by the Developer without the necessity of any meeting.

(b) Any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director.

(c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these Bylaws, and the remaining Directors fail to fill the vacancy by appointment of a director in accordance with applicable law, then any Owner 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 Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. Notwithstanding the foregoing, any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment. The directors calling the organizational meeting shall give at least three (3) days advance notice thereof, stating the time and place of the meeting.

4.6 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Meetings of the Board of Directors may be held by telephone conference, with those Directors attending by telephone counted toward the quorum requirement, provided that a telephone speaker must be used so that the conversation of those Directors attending by telephone may be heard by the Directors and any Unit Owners attending such meeting in person. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notwithstanding the foregoing, written notice of any meeting of the Board at which nonemergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed or approved, shall be mailed, delivered or electronically transmitted to all Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall adopt by rule; and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee meetings shall be posted. In lieu of or in addition to the physical posting of notice of any meeting of the Board on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association, if any. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or where required by the Act. A Director or member of a Committee of the Board of Directors may submit in writing his or her agreement or disagreement with any action taken at a meeting that the board member or committee member did not attend, but the agreement or disagreement may not be used as a vote for or against the action taken and may not be used for purposes of creating a quorum.



4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. 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 of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).

4.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting; but such joinder shall not be used as a vote for or against any particular action taken and shall not allow the applicable Director to be counted as being present for purposes of quorum.

4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Unit Owner to preside).

4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

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

Such order may be waived in whole or in part by direction of the presiding officer.

4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

4.14 Committees. The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.

4.15 Proviso. Notwithstanding anything to the contrary contained in this Article 4 or otherwise, the Board shall consist of three directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units in the Condominium. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of the director(s) elected. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors: (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven (7) years after recordation of the Declaration, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer may transfer control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of an election for the member or members of the Board of Directors. The notice may be given by any Unit Owner if the Association fails to do so.

At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and such Unit Owners shall accept control. At that time (except as to Section 4.15(g), which may be ninety (90) days thereafter) Developer shall deliver to the Association, at Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable to the Condominium:

(a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.

(b) A certified copy of the Articles of Incorporation of the Association.

- (c) A copy of the Bylaws of the Association.
- (d) The minute book, including all minutes, and other books and records of the Association.
- (e) Any rules and regulations which have been adopted.
- (f) Resignations of resigning officers and Board members who were appointed by the Developer.

(g) The financial records, including financial statements of the association, and source documents from the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if applicable, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments.

(h) Association funds or the control thereof.

(i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

(j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.

(k) A list of the names and addresses of all contractors, subcontractors and suppliers, of which Developer had knowledge at any time in the development of the Condominium, utilized in the construction or remodeling of the improvements and the landscaping of the Condominium and/or Association Property.

(l) Insurance policies.

(m) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property.

(n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.

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

(p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

(q) Leases of the Common Elements and other leases to which the Association is a party, if applicable.

(r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

(s) All other contracts to which the Association is a party.

## 5. Authority of the Board.

5.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining all Common Elements and the Association Property.

(b) Determining the expenses required for the operation of the Association and the Condominium.

(c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property.

(d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium and Association Property, subject to a right of the Unit Owners to overrule the Board as provided in Article 14 hereof.

(e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefore.

(f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.

(g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association, or its designee.

(h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.

(i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

(j) Obtaining and reviewing insurance for the Condominium and Association Property.

(k) Making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property, and repairs to and restoration of Condominium and Association Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

(m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. No fine may exceed \$100.00 per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however, that no such fine shall in the aggregate exceed \$1,000.00. No fine shall become a lien upon a Unit.

(n) Purchasing or leasing Units for use by resident superintendents and other similar persons or for the general use and enjoyment of the Unit Owners.

(o) Borrowing money on behalf of the Association or the Condominium when required in connection with the operation, care, upkeep and maintenance of Common Elements (if the need for the funds is unanticipated) or the acquisition of real property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$50,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this Section 5.1(o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Unit. Notwithstanding the foregoing, the restrictions on borrowing contained in this Section 5.1(o) shall not apply if such indebtedness is entered into for the purpose of financing insurance premiums, which action may be undertaken solely by the Board of Directors, without requiring a vote of the Unit Owners.

(p) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Condominium and Association Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles, these Bylaws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(q) At its discretion, but within the parameters of the Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use.

(r) Executing all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(s) The duty and obligation to comply with any requirements of any Federal, State or local rule, regulation, ordinance, code, project or agreement, relating to the installation, maintenance, repair, restoration, renourishing and/or replacing of the beach/dune system, any seawall, and any crosswalk/boardwalk to and from the beach now or hereafter located upon or adjacent to (even if beyond the legal boundaries of) the Condominium Property.

(t) Responding to Unit Owner inquiries in accordance with Section 718.112(2)(a)(2), Florida Statutes.

(u) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

5.2 Contracts. Any contract which is not to be fully performed within one (1) year from the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. Where a contract for purchase, lease or renting of materials or equipment, or for the provision of services, requires payment by the Association on behalf of the Condominium in the aggregate that exceeds five percent (5%) of the total annual budget, including reserves, the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association and contracts for attorney, accountant, architect, community association manager; engineering and landscape architect services shall not be subject to the provisions hereof. Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within the County.

## 6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-Presidents (whether executive vice-presidents, senior vice-presidents or otherwise), a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of the Developer, must be Unit Owners (or authorized representatives of corporate/partnership/trust Unit Owners).

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice-President. A Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

7. Fiduciary Duty. The officers and directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, director or manager shall solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, director or manager who knowingly so solicits, offers to accept or accepts any thing or service of value shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this Section shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.

8. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

9. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.

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

## 10.1 Budget.

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for all Condominiums governed and operated by the Association (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(21) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium(s) and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements, the budget or a schedule attached thereto shall show amounts budgeted therefore. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost of each reserve item. The Association may adjust replacement and reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide, no reserves or reserves less adequate than required hereby. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote to waive reserves or reduce the funding of reserves for the first two (2) fiscal years of operation of the Association, beginning with the fiscal year in which the Declaration is recorded, with the vote taken each fiscal year and to be effective for only one annual budget, after which time and until transfer of control of the Association to Unit Owners other than the Developer; reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a duly called meeting of the Association. Following transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote its voting interest to waive or reduce the funding of reserves. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. 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 their use for any other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-Developer voting interests; voting in person or by limited proxy at a duly called meeting of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

(i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be hand delivered, mailed or electronically transmitted to each Unit Owner (at the address last furnished to the Association) not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

(ii) Special Membership Meeting. If the Board of Directors adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one



hundred fifteen percent (115%) of such Assessments for the preceding fiscal year, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board of Directors receives, within twenty-one (21) days following the adoption of the annual budget, a written request for a special meeting, from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days following the adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board of Directors shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board of Directors shall take effect as scheduled.

(iii) Determination of Budget Amount. Any determination of whether assessments exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board of Directors does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property.

(iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessments, as herein defined, without the approval of a majority of all voting interests.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Section 10.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

10.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 10.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

10.3 Special Assessments and Assessments for Capital Improvements. Special Assessments and Capital Improvement Assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

10.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida, which bank or banks must be insured by the FDIC, as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors. In addition, a separate reserve account should be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance. Reserve and operating funds of the Association shall not be commingled unless combined for investment purposes, provided that the funds so commingled shall be accounted for separately and the combined account balance of such commingled funds may not, at any time, be less than the amount identified as reserve funds in the combined account.

10.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the balance of the current budget years' Assessments upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the current budget years' Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.

10.6 Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign Association checks and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds and/or insurance shall be paid by the Association as a Common Expense.

10.7 Accounting Records and Reports. The Association shall maintain accounting 'records in the State, according to accounting practices normally used by similar associations, The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare and complete, or contract for the preparation and completion of a financial report for the preceding fiscal year (the "Financial Report"). Within twenty-one (21) days after the final Financial Report is completed by the Association, or received from a third party, but not later than one hundred twenty

(1.20) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, a copy of the Financial Report to each Unit Owner, or a notice that a copy of the Financial Report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

The Financial Report shall be prepared in accordance with the rules adopted by the Division. The type of Financial Report to be prepared shall, unless modified in the manner set forth below, be based upon the Association's total annual revenues, as follows:

(a) **REPORT OF CASH RECEIPTS AND EXPENDITURES** - if the Association's revenues are less than \$100,000.00 or if the Association operates less than fifty (50) Units (regardless of revenue) [or, if determined by the Board, the Association may prepare any of the reports described in Sections 10.7(b), (c) or (d) below in lieu of the report described in this Section 10.7(a)].

(b) **COMPILED FINANCIAL STATEMENTS** - if the Association's revenues are equal to or greater than \$100,000.00, but less than \$200,000.00 [or, if determined by the Board, the Association may prepare any of the reports described in Sections 10.7(c) or (d) below in lieu of the report described in this Section 10.7(b)].

(c) **REVIEWED FINANCIAL STATEMENTS** - if the Association's revenues are equal to or greater than \$200,000.00, but less than \$400,000.00 [or, if determined by the Board, the Association may prepare the report described in Section 10.7(d) below in lieu of the report described in this Section 10.7(c)].

(d) **AUDITED FINANCIAL STATEMENTS** - if the Association's revenues are equal to or exceed \$400,000.00.

A report of cash receipts and expenditures must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the association maintains reserves.

If approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may prepare or cause to be prepared: (i) a report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement; (ii) a report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or (iii) a report of cash receipts and expenditures, a compiled financial statement or a reviewed financial statement in lieu of an audited financial statement. Such meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which the vote is taken. Prior to the time that control of the Association has been turned over to Unit Owners other than the Developer, all Unit Owners, including the Developer, may vote on issues related to the preparation of financial reports for the first two (2) fiscal years of the Association's operation. Thereafter, until control of the Association has been turned over to Unit Owners other than the Developer, all Unit Owners except for the Developer may vote on such issues.

10.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these Bylaws and in the Declaration or as otherwise determined by the Board.

10.9 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

11. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

12. Arbitration. In the event that there are internal disputes among Members, the Association or their agents and assigns arising from or in connection with the operation of the Condominium, the parties shall enter into mandatory non-binding arbitration pursuant to the rules and regulations of the Division in accordance with Section 718.1255, Florida Statutes.

13. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of members or directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles or these Bylaws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.

14. Amendments. Except as may be provided in the Declaration to the contrary, these Bylaws may be amended in the following manner:

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

14.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, but the agreement or disagreement may not be used as a vote for or against the action taken and may not be used for purposes of creating a quorum. The approval must be:

(a) by not less than a majority of the votes of all members of the Association voting in person or by proxy at a meeting at which a quorum has been attained and by not less than 66 2/3% of the entire Board of Directors; or

(b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 80% of the votes of the members of the Association voting in person or by proxy at a meeting at which a quorum has been attained.

14.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

14.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws, which certificate shall be executed by the President or a Vice-President and attested by the Secretary or

Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.

15. Rules and Regulations. Attached hereto as Schedule "A" and made a part hereof are initial rules and regulations concerning the use of portions of the Condominium and Association Property. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

16. Written Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of such inquiry and more particularly in the manner set forth in Section 718.112(2)(a)2, Florida Statutes. The Association may, through its Board, adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries.

17. Official Records. From the inception of the Association, the Association shall maintain for the condominium, a copy of each of the following, where applicable, which shall constitute the official records of the Association:

17.1 The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;

17.2 A photocopy of the recorded Declaration of Condominium and all amendments thereto;

17.3 A photocopy of the recorded Bylaws of the Association and all amendments thereto;

17.4 A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;

17.5 A copy of the current Rules and Regulations of the Association;

17.6 A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years;

17.7 A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and the numbers designated by Unit Owners for receiving notices sent by electronic transmission of those Unit Owners consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Unit Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association shall not be liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices;

17.8 All current insurance policies of the Association and of all Condominiums operated by the Association;

17.9 A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;

17.10 Bills of Sale or transfer for all property owned by the Association;

17.11 Accounting records for the Association and the accounting records for the Condominium. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but not be limited to:

(a) Accurate, itemized, and detailed records for all receipts and expenditures.

(b) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.

(c) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

(d) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

17.12 Ballots, sign-in sheets, voting proxies and all other papers relating to elections which shall be maintained for a period of one (1) year from the date of the meeting to which the document relates;

17.13 All rental records where the Association is acting as agent for the rental of Units;

17.14 A copy of the current Question and Answer Sheet, in the form promulgated by the Division, which shall be updated annually; and

17.15 All other records of the Association not specifically listed above which are related to the operation of the Association.

The official records of the Association shall be maintained in the County in which the Condominium is located, or if in another county, then within twenty five (25) miles of the Condominium.

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member and shall be made available to a Unit Owner within five (5) working days after receipt of a written request by the board or its designees. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The failure of an Association to provide official records to a Unit Owner or his authorized representative within ten (10) working days after receipt of a written request therefore shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. The damages for failure to comply with this Section are set forth in Section 718.111(12)(c), Florida Statutes. The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Articles, Bylaws and rules, and all amendments to the foregoing, as well as the Question and Answer Sheet and year-end

financial information required by the Act, to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those persons requesting same. Notwithstanding the provisions of this Section 16, the following records shall not be accessible to Unit Owners:

(a) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege including any record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation or imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

(b) Information obtained by an Association in connection with the approval of the lease, sale or other transfer of a Unit.

(c) Medical records of Unit Owners.

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

19. Provision of Information to Purchasers or Lienholders. The Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by the Act to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or the current Unit Owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed \$150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's response.

20. Electronic Transmission. For purposes hereof, "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmissions of images, and text that is sent via electronic mail between computers. Notwithstanding the provision for electronic transmission of notices by the Association, same may be only be sent to Unit Owners that consent to receipt of Association notices by electronic transmission (and only for long as such consent remains in effect). Further, in no event may electronic transmission be used as a method of giving notice of a meeting called in whole or in part regarding the recall of a Director.

21. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. To the extent not otherwise provided for or addressed in these Bylaws, the Bylaws shall be deemed to include the provision of Section 718.112(2)(a) through (m) of the Act.

22. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

The foregoing was adopted as the Bylaws of **SERENATA CONDOMINIUM ASSOCIATION, INC.**, a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors.

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**SCHEDULE "A"**  
**TO**  
**BYLAWS**

**RULES AND REGULATIONS**  
**FOR**  
**SERENATA CONDOMINIUM**

1. **DEFINITIONS.** Unless the context otherwise requires, all initial capitalized terms used but not defined in these Rules and Regulations, shall have the meaning or meanings given to such terms in the Declaration. The following definitions shall, however, be applied to these Rules and Regulations:
  - (a) **MANAGEMENT COMPANY:** The company hired by the Developer or the Board to perform management services for the Association.
  - (b) **MANAGEMENT OFFICE:** The office located in the Common Elements occupied by the Manager.
  - (c) **MANAGER:** The person retained by the Management Company and appointed to occupy the Management Office.
  - (d) **RESIDENT(s):** Person(s) occupying a Unit, whether a Unit Owner, tenant or lessee.
  - (e) **STAFF, PERSONNEL, OR EMPLOYEES:** Any person hired by the Management Company or the Board to perform work for or related to the Condominium.
2. **APPLIANCES.** Maintenance, repair, or replacement of appliances within a Unit is the responsibility of the Unit Owner. Unit Owners are solely responsible for costs of said maintenance, repairs or replacements. The installation of dishwashers, washers/dryers, whirlpools, etc., requires prior Board approval.
3. **APPROPRIATE ATTIRE.** Attire appropriate for public wear (including shirts and footwear) is to be worn in all Common Elements except for the pool or beach where bathing suits and bare feet are permitted. When walking to the pool or recreational facilities inside the Building, cover-ups and footwear must be worn.
4. **ASSESSMENTS AND SERVICE BILLING.** As a convenience to Unit Owners, the Management Company may provide for direct debit of monthly invoices at no additional charge to Unit Owners or to the Association as a whole. This service allows for electronic payment of all monies due by debiting the Unit Owner's designated account on the 10<sup>th</sup> of each month. Unit Owners should contact the Management Company for specific details and to arrange direct debit payment. The Management Company is not permitted to accept payments on site. Checks must be payable to Serenata Condominium Association, Inc. and mailed in the envelope enclosed with each payment coupon (unless direct debit is arranged). The Association may charge Unit Owners and Residents whose checks are returned and payment is stopped NSF a \$50.00 fee plus prevailing bank service charges. (The amount of fees and charges are subject to changes as may be adopted by the Association).

Unit Owners are responsible for any and all service charges created by their tenants. Service charges, damage charges, fines or other expenses resulting from a tenant's activities will be charged to the Unit Owner's account. It is the owner's responsibility to collect from the tenant. Any and all payments that are posted to a Unit Owner's account will be applied

to the payment of prior outstanding charges in the following priority BEFORE being applied to any current charges: (a) collection charges including attorney's fees and court costs, (b) late fees and/or interest, (c) fines, (d) maintenance charges, (e) special assessments, and (f) prior monthly assessments.

5. **BICYCLE AND TRICYCLE STORAGE.** Bicycles and tricycles should be stored only in designated storage areas. There are a limited number of bicycle racks located on the back side of the detached garages. Bicycles and tricycles should not be stored on balconies, patios or decks. Bicycles should not be left unattended in any part of the Common Elements. Unit Owners are responsible for any damage caused by themselves and/or their guests, tenants and invitees. Registration of all bicycles is required. The Unit Owner must contact the Management Office for bicycle registration. Use of the bicycle storage facilities are on a first come, first served basis. Each Unit Owner or tenant must secure his or her bicycle to prevent theft or unauthorized use. The Association, Board, Management Company, and their employees disclaim all responsibility and liability for theft of or damage to bicycles. Unregistered bicycles and bicycles that do not display a registration decal will be removed and disposed of resulting in no liability to the Association, Board, Management Company or their employees.
6. **BULLETIN BOARDS.** There are no bulletin boards on the Condominium Property. Owner and/or Resident notices may not be posted anywhere on the Condominium Property.
7. **CHANGES IN OPERATION.** Amounts and/or hours of operation, where stipulated in this handbook, for certain services or amenities, are subject to change from time to time based upon the current Board policy.
8. **CHILDREN.** Children are not permitted to play or loiter in the stairwells, hallways, vestibules, lobby, garage, exercise room, or any other Common Elements of the Building. Adult supervision is required to ensure that children do not impede others from entering or exiting the Building or create a danger to themselves or others. Children are not to be left under the supervision of Association Personnel in the lobby or any other Common Elements. Children under 16 years of age who are present in the exercise room must be accompanied by an adult who supervises their behavior. Children under 16 years of age are not permitted to use any equipment in the exercise room.
9. **COMPLAINTS AND GRIEVANCES.** Tenants (renters) of Unit Owners are to direct all complaints to the attention of their Unit Owner and not the Management Company or the Board. Any Resident or employees on the Condominium Property observing an infraction of these Rules, violations of the Declaration or conduct detrimental to the Building, should report such action to the Management Company. Association Staff may be dispatched accordingly. Complaints or grievances by a Unit Owner against another Unit Owner or lessee of a Unit, maintenance or other employees, or regarding the general condition of the Buildings or grounds should be brought to the attention of the Manager. For specific rules and procedures, see **Appendix A**, "Rules and Procedures Governing Enforcement of Declaration, Bylaws and Rules".
10. **CONSTRUCTION.** Unit Owners must refer to and act in accordance with the provisions of the Declaration prior to undertaking any construction activity. In addition to the requirements under the Declaration, Unit Owners must contact the Management Company and have signed agreements and an insurance certificate on file prior to beginning any renovation (see **Appendix B**). Without prior written approval of the Board, no Resident may: (i) make any additions, alterations or improvements to the Common Elements (including television cable and phone lines) or to the Limited Common Elements of the

Building (ii) install or replace flooring within the Unit (iii) install appliances or make any alterations to his/her Unit. To the extent permitted by the Declaration and before Board approval may be granted, a Unit Owner desiring to make any additions, alterations or improvements within his/her Unit, or to Common Elements, or to the Limited Common Elements, in accordance with the provisions of the Declaration, must: (a) obtain and deliver to the Management Company schematic drawings of all proposed alterations, (b) submit a statement as to the expected duration of the renovation work, (c) enter into an agreement with the Association to pay for an independent architectural review for the Association and any other lawful fees that may be imposed by the Board to protect and maintain the Common Elements or the Limited Common Elements during the planned renovation work, and (d) attest in writing that the work will be performed in compliance with Association guidelines and all municipal requirements (see **Appendix B**). If approval is granted, the Unit Owner must provide copies of appropriate permits, certificates of insurance, waivers of liens and sworn statements from contractors and any and all sub-contractors as may be required, in the sole discretion of the Board and/or Management Company, to protect the property from all mechanic's and material man's liens that may arise out of the Unit Owner's planned renovation. Before work begins, the Unit Owner must also provide the Management Company with certificates of insurance from each contractor, which indemnifies the Association and its managing agent by naming both parties as additionally insured. Final lien waivers must be provided within ten days of completion of renovation. Any Unit Owner who makes any approved improvements, alterations and/or additions to his/her Unit or to the Limited Common Elements appurtenant to the Unit shall be responsible for any damage to other Units, the Common Elements, and/or the Limited Common Elements as a result of such improvements, alterations and/or additions.

Hours for resident construction, remodeling or otherwise noise-producing work, excluding emergency repairs, is restricted to Monday through Friday, between the hours of 8:00 am and 5:30 pm ("Normal Business Hours"), for a duration consistent with industry standards, and in a manner that will not in the opinion of the Management Company, unreasonably disturb the Residents.

11. **DELIVERIES/PACKAGE RECEIVING.** The mailboxes are located at two individual kiosks on the property. One is located just inside the gate of the main entrance, and the other is attached to the laundry room inside the second entrance to the property. The management office can receive packages that are too large to fit into a mailbox, provided that written instructions for package acceptance are left with the management. Flowers, dry cleaning, and packages under 3'x3'x3' can be left with the management. Packages over 3'x3'x3' must be sent directly to the unit (a "Delivery"). A Resident or their representative must be home to receive a Delivery. The Association, Board, Management Company, and their employees disclaim all responsibility and liability for the loss of and the condition of packages, or their contents, left in the lobby. The appropriate employees shall log the packages and Residents will be notified that packages are available for pick up. All residents must check with the management to ensure timely receipt of such items.
12. **DELIVERIES/SERVICE PERSONS' ACCESS.** Any item larger than 3'x3'x3", all furniture and any home decorating or improvement supplies, etc, are considered examples of a Delivery and shall not be left at the management office. Residents must notify the Management Company, prior to deliveries larger than the 3'x3'x3' dimensions. Drivers should be instructed to check in at the Management Office and are required to leave personal identification with management for release of gate key.

Under no circumstances will employees accompany persons to a Resident's Units or sign for a delivery to the Unit without the prior express written consent from the Unit Owner.

Residents must be at home, or make arrangements to have someone else accept delivery of large items and furniture, or otherwise ensure the delivery can be completed without the accompaniment of a Staff member, unless the prior express written permission from the homeowner of record has been given. Employees are prohibited from accepting cash for C.O.D. deliveries. Employees shall not, under any circumstances, allow access to a Unit or distribute keys to a Unit to any person not a resident of the Unit ("outside person") or any outside service provider (domestic service such as housekeeping, included) without prior express written permission from the Unit Owner. Residents shall arrange to provide any outside person or any service Personnel with a key if they want them to enter the Unit on a regular basis.

Residents shall pay for any damage to the Common Elements caused by the moving or carrying of articles belonging to any Resident or their guest(s) or invitees. The amount of such payment shall be determined solely by the Board and/or the Management Company.

13. **MOVE-IN AND MOVE-OUT GUIDELINES:** The Association requires a \$200.00 damage deposit for all move-in and move-outs, payable at least one week in advance. No cash is accepted. Residents must submit this check to the Management Company as the agent for the Association. Care should be taken to prevent damage to the Common Elements. The maintenance Staff will check for any damage once the move is complete. The damage deposit will be set aside for indemnification in whole or in part to the Association for any damage to the interior or exterior of the Building attributable to the Resident's moving activity, which will be charged against the deposit. Nothing contained in these Rules shall be construed to mean that the Resident's liability for damages is limited to the amount of the damage deposit. The Resident shall be solely responsible for compensating the Association and/or Management Company, for the repair and/or replacement of any part of the Common Elements damaged by the Resident's moving activity. The Management Company, within fourteen (14) business days after the move, will refund all deposit balances provided no damage has occurred to the Building in connection with the move. The Association will impose an additional \$300.00 non-refundable penalty to the Resident who violates any of these move-in or move-out guidelines.
14. **GUESTS.** In order to be permitted access to the Building or to any Unit, a non-Resident must be properly authorized by the Management Company, accompanied by a Resident or Unit Owner, or authorized by the Resident or Unit Owner via telephone to the management office. All guests and invitees of residents or Unit Owners are responsible for complying with all Rules and Regulations of the Association while on the property. To the extent permitted by law, Residents are responsible for the actions and behavior of their guests and invitees.
15. **HALLWAYS/LOBBIES/UNIT DOORS/STAIRWELLS AND OTHER PUBLIC AREAS.**
  - (a) The lobby provides the first impression of the Building to Residents, their guests and prospective Residents. Residents using the lobby or any common area must wear clothing suitable for public wear (including shirts, shorts/pants/skirts and footwear). The lobby may not be used to conduct personal or business transactions.
  - (b) No entrances, vestibules, stairwells, corridors, areas outside of storage spaces or any other Common Elements may be obstructed or used in any way except as designated for use in common to all Residents.
  - (c) The placement of boots, shoes, skis, sleds, bicycles, carts, strollers, umbrellas, furniture, doormats or any other items in these Common Elements is not permitted. Such items will be subject to removal and disposal without notice or recourse.

- (d) Smoking is not permitted in the lobbies, parking areas, or in any common hall, stairwell, vestibule or storage area.
- (e) Eating and drinking are not permitted in the lobbies, parking areas, and or in any common hall, stairwell, vestibule or storage area.
- (f) Loitering is prohibited in any of the Common Elements, inside or outside the Building.
- (g) Residents are urged to maintain Building security by keeping Unit doors locked. All Unit doors must be kept closed when not in use, for the following reasons: (a) to prevent spread of fire (b) to minimize the spread of cooking odors and noise to other Units; (c) to maintain energy efficiency in the Common Element and hallways. Unit door closers may not be removed or otherwise disengaged.
- (h) No Resident shall paint, decorate, adorn or place signs upon the outside of the Unit, including doors to the Unit except as provided for in Section 17.4 of the Declaration. Mezuzahs may be attached to doorframes. Exteriors of Unit doors shall not be altered except for the installation of a lock or peephole. Installation of flooring must comply with the Declaration and shall not extrude on the Unit door threshold or otherwise cause a non-uniform corridor appearance.
- (i) In accordance with the applicable Fire Code, Residents shall not prop open or tamper with the locking mechanism of stairwell doors in any way.
- (j) Residents are prohibited from posting notices, signs, advertisements, signals, or illuminations in any Common Elements or Limited Common Elements, except on the bulletin boards designated for Residents' in accordance with the provisions of these Rules.
- (k) Canvassing or distributing promotional and other written materials to individual Units is prohibited except for official business of the Association, management and Developer.
- (l) Door-to-door solicitation is prohibited.
- (m) Any activity that is likely to generate substantial traffic or inconvenience to any other Resident, in any Common Elements shall be prohibited unless prior Board approval has been obtained.

16. HOUSEKEEPING.

- (a) Nothing shall be swept, shaken or thrown out of the windows, doors or balconies, on or into the halls, stairwells or into the outside areas of the Building under any circumstances.
- (b) Nothing shall be placed on or permitted in the windows, doors or balconies, which might fall or be blown from the Building (see **Appendix D** for additional information on Hurricane protection) or which might detract from the appearance of the Building in the opinion of the Board and/or Management Company. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, September 11, and Veterans Day, may display in a respectful way, portable,

removable official flags, not larger than 4.5 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

- (c) Nothing shall overhang or be mounted to the balcony rail including flower boxes and decorative adornment. No decorative adornment, including patio furniture, should extend above the height of the balcony rail. Only patio furniture may regularly be stored on the balcony. No gas or barbecue grills of any type are permitted on the balcony or in any other area of the Condominium Property. See **Appendix D** for Resident responsibilities in case of hurricane.
- (d) No Unit Owner shall display, hang, or use any signs, clothing, sheets, blankets, laundry or other articles outside his or her Unit, or which may be visible from the outside of the Unit (other than draperies, curtains or shades of a customary nature and appearance in the light, neutral colors). Items which are not permitted to overhang windows, doors or balcony include, but are not limited to window sized air-conditioning units, linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind, or any articles.
- (e) Units are to be maintained in such a manner that noxious odors, smoke, pests, or other offenses do not affect other Units. Spills and other mishaps in the Common Elements, should be reported immediately.
- (f) Chemical drain openers should not be used to unplug clogged drains. In the event of clogging or flooding, Residents should shut off valves, if necessary, to stop the flow of water and should promptly contact a plumber.
- (g) The Fire Department recommends the use of artificial Christmas trees in all multi-Unit Buildings. If Residents should have a live Christmas tree, appropriate caution should be exercised and the Management Company should be contacted for the tree's disposal. All live Christmas trees and other trees and plants must be transported through the building for disposal in a plastic bag.

17. **INSURANCE.** Unit Owners are responsible for their own insurance to cover all interior contents, including, but not limited to, personal possessions, appliances and fixtures. Unit Owners are also responsible for insuring the Unit's wall coverings (paper, paint, etc.), carpeting and flooring. Residents should consult with their own insurance agent for the proper Unit coverage. If a Unit Owner wishes to coordinate his/her homeowner's insurance policy with the policy covering the Association, the Unit Owner may contact the Management Company for information about the Association's insurance broker. Nothing shall be done or kept in any Unit or in any Common Element that will likely increase the rate of insurance, or result in the cancellation of insurance, on the Condominium Property or its contents.

18. **LOCKS, KEYS, LOCKOUTS.** Residents should never leave their Unit door open or unlocked. Residents are urged to double lock their Unit doors. The Management Company may keep a key to all original locks for emergency entrance to the Unit. Lockout is not considered an emergency. If a resident has changed the lock or other extenuating circumstances require a forced entry during an emergency, the Unit Owner – not the Association nor the Management Company – will bear the expenses of lock replacement and any damage incurred. There is no lockout system in place to service the Condominium. If you are locked out of your Unit and it is during Normal Business Hours and the Management Company has the necessary keys for your unit, the Management Company may unlock your unit and charge you a lock out fee. If you are locked out of your Unit and it is NOT during Normal Business Hours, you will need to call a local locksmith. Replacement

keys for Common Elements may be obtained through the Management Company (at a cost to be determined by the Board).

Unit Owners installing private alarm systems for their Units must notify the Manager in writing prior to installation. Flush-mounted alarm function indicators and keypads are permitted, but security cameras that project into the corridor or outside the unit are prohibited. Residents must register the alarm monitoring company's name and phone number with the Management Company to allow entry in case of an emergency. Individual security systems that may be disruptive, in the opinion of the Board and/or Management Company, to other Residents are not permitted. Unit Owners are responsible for any costs incurred in removing such systems or modifying them in order to eliminate any disruptions if so determined by the Board and/or Management Company.

Staff shall not allow access to a Unit or distribute keys to a Unit to an Outside Person or outside service provider (domestic service included) without the prior express written permission from the Resident and approval from the Management Company. Residents should make arrangements to provide any outside person or outside service Personnel with a key if they want them to enter the Unit on a regular basis.

19. **MAILBOXES.** The mailboxes are located at two individual kiosks on the property. One is located just inside the gate of the main entrance, and the other is attached to the laundry room inside the second entrance to the property. Specifically assigned numbers identify mailboxes for each Unit. Unit Owners will be issued mailbox keys at closing. Tenants may obtain mailbox keys from their Unit Owner. There are no replacement keys available for mailboxes. If a Resident loses or misplaces a mailbox key, the only available recourse is total lock replacement. The Resident will incur all costs associated with such replacement. During such time as the mail is being distributed, access to the mailboxes is restricted to federal employees. Federal law prohibits the unauthorized placement of items in mailboxes. Such offenses should be reported to the U.S. Postal Service. The Postal Service considers the Unit number as part of the person's address. To ensure proper delivery of mail, Residents should make sure that the Unit number is included on all mail. There is no service provided by the building to receive mail during vacation or leave by a Resident. If a Resident will not be available to collect mail for an extended period of time, arrangements must be made directing the Post Office to stop mail service to the Building. Outgoing mail may be dropped in the letter slot located in the mailroom, if any. The mail is picked up when the incoming mail is delivered daily. Oversized packages cannot be accommodated in this letter slot.
20. **MAINTENANCE STAFF.** Residents shall maintain their Units in good condition, order and repair at their own expense. The Building's maintenance Staff is responsible for Common Elements. The Management Company may offer a repair service to the residents on a per job fee basis but is not required to do so. Residents may contact the Management Company for current rates and procedures. Employees are prohibited from performing personal favors during work hours and from handling any tasks during off-duty hours that are ordinarily provided by the Association. Neither the Association, Board nor Management Company assumes any liability resulting from any employees, working as, or otherwise considered, an independent contractor working for any Resident, during his/her off-duty hours. Any suggestions or comments concerning the attitude or work of any employees should be made directly to the Manager. All complaints concerning the conduct of employees should be directed to the Manager. The Manager may request that the Resident detail any complaint in writing.
21. **NOISE AND CONDUCT.** No loud or offensive noise and/or activity (including but not limited to those made by pets), noxious odor, annoyance, nuisance or disturbance may be

conducted in any Unit or on the Common Elements. The Board and/or Management Company shall determine, in their sole discretion, whether certain sounds, sights, smells and/or activities – have the characteristics or qualities described in the preceding sentence. Residents shall perform or permit any activity on the property that unreasonably disturbs or interferes with the rights and comforts of any Resident of the Building. Pets shall not create a nuisance, annoyance and/or disturbance to other Residents by any behavior including but not limited to, continuous and repeated barking, whining, crying or other disturbance.

Residents must use their best efforts to prohibit sounds from guests, televisions, radios, stereo systems, musical instruments, clock alarms or any other sources to be transmitted to other Units or Common Elements such that the sounds unreasonably disturb or annoy any Resident of the Building. Vacuum cleaners, power tools, hand tools and other items commonly used for household activity and maintenance must be used so as not to disturb Residents between the hours of 10:00 p.m. and 8:00 a.m.

Resident construction is only permitted Monday through Friday between the hours of 8:00 a.m. and 5:30 p.m. and in a manner that will not unreasonably disturb other Residents in the opinion of the Board and/or Management Company. Noise from construction or repair activities, etc. must not be of an unreasonable nature or for an unreasonable duration in the opinion of the Board and/or Management Company. The guidelines concerning construction contained in the Declaration as well as **Appendix B** must be followed. All Residents are required to comply with requests by Building Personnel to cease disturbing any complaining Resident(s).

In the case of such disturbances, Manager will notify the Resident of the complaint. A subsequent complaint will be documented in writing by the property manager to the Resident. A Resident will be given an opportunity to correct the problem. If the disturbance continues unabated thereafter, it shall be declared a nuisance and, thus, a violation of this rule and subject to enforcement procedures contained in the Declaration, provided by law and as outlined in **Appendix A**.

22. **LOADING ZONES.** There are no designated loading zones. Owner's should be considerate of blocking other owners' entrances or vehicles, when loading or unloading large vehicles.

23. **USE OF THE PARKING FACILITIES.**

**Guest/visitor parking**

- (a) The motor vehicle must be registered with the Management Company. The Association will issue decals, which must be affixed to the inside lower left hand corner of the front windshield of the vehicle. If a Resident will be driving a different vehicle (e.g., a rented or "loaner" vehicle), it is the responsibility of the Resident to notify the Management Company. Fees may apply for temporary passes, or guest passes.
- (b) Vehicles not registered in the Management Office by a decal or guest parking pass will be towed at the owner's expense.
- (c) Caution must be exercised when exiting or entering property. The maximum speed allowed in the vehicular common areas is 10 miles per hour.
- (d) Any repair of vehicles except changing of flat tires, is expressly prohibited in any areas except inside garages.



- (e) No materials of any type may be stored outside any garage. The Building Staff shall remove and dispose of any materials outside of any garage and the Owner of such vehicle/garage will be charged for such removal expense.
24. **PEST CONTROL.** Monthly pest control services for the Common Elements are presently included in the maintenance assessments but provision of service is subject to change in accordance with the Declaration. Residents shall report the presence of bugs or other pests to the Management Company immediately. In order to prevent infestation of Units or of the Common Elements, it may become necessary to admit the exterminator into a Resident's Unit in his/her stead, the Board has the right under the Declaration to gain access to the Unit for such purpose. To minimize the chances of infestation, Residents should observe the following rules: (i) paper bags or empty boxes should not be stored in Units or storage lockers; and (ii) trash and garbage should be promptly and properly disposed of in the rubbish chute (see "Trash Disposal").
25. **PETS.** Pets must be approved by Owner's Representative in advance and will not be permitted in the apartment without a separate written Pet Addendum. A pet profile must be completed, and a picture of your pet must accompany such an agreement. Pets must be no larger than 75 pounds fully grown. Seeing-eye dogs are the exception to this policy. No more than two pets (which shall be limited to domestic dogs and cats) are allowed per Unit. The Board and/or Association reserves the right to exclude breeds that are deemed aggressive, in the opinion of the Board and/or Association. Each owner of a pet assumes full liability and responsibility for personal injuries or property damage caused by such pet, and each Unit Owner and Resident agrees to defend, indemnify and hold the Association, its Board of Directors, Management Company and their employees harmless against any loss, claim or liability of any kind or character whatsoever arising or growing out of the privilege of having a pet at the Wave Condominium. Guests of Residents are not permitted to bring pets onto the property. Pet sitting for outside pets is not permitted. In addition, the following rules apply to pets on the property and shall be strictly enforced:
- (a) A pet must be caged or on a short leash at all times when in common interior areas of the Building (including hallways) as well as on exterior property, sidewalks, etc. Pets are not allowed to roam freely or play in the hallways or any other interior common area.
- (b) Pets shall not create a nuisance to other residents by any behavior including but not limited to, continuous and repeated barking, whining, crying or other disturbance.
- (c) Pets must be brought away from the exiting door before the pet is permitted to stop and relieve itself. Residents should not allow landscape areas adjacent to the Buildings or the Building structures themselves to be used for elimination.
- (d) Residents are required to pick up, remove and properly dispose of the pet waste deposited by their pets on Condominium Property.
- (e) Kitty litter must be placed in a tightly sealed bag before being deposited down the rubbish chute. Kitty litter may NOT be flushed down the toilet. Litter boxes must be maintained in an odor-free condition.
- (f) Non-compliance with any of the above will be subject to action against the resident pet owner by the Board (See **Appendix C**).

26. **POOL AND RECREATIONAL FACILITIES.** The use of the pool is completely at the risk of the user. The following rules dictate pool usage:

- (a) No lifeguard is provided. All persons swim, dive or otherwise use the pool at their own risk
- (b) The pool is open from dawn to dusk, during daylight hours only.
- (c) Residents may invite up to two guests to accompany them to the pool.
- (d) Residents under the age of 16 must be accompanied and supervised at all times by a parent or legal guardian.
- (e) Appropriate swimwear is required – no cut-off jeans are allowed
- (f) Diving is prohibited.
- (g) Headphones for individual's enjoyment must accompany all radios.
- (h) No glass is permitted around the pool area. Refreshments must be in unbreakable containers.
- (i) For health reasons, no pets are permitted in or around the pool area and amenity areas.
- (j) No toys, inner tubes, or other objects will be allowed in the pool. Personal safety floatation devices may be worn.
- (k) Please shower before entering the pool.
- (l) No bicycles or riding toys, skateboards or roller blades are permitted in the pool area.
- (m) To the extent permitted by law, profanity, horseplay and harassment of swimmers is not permitted. For everyone's protection, please refrain from using the pool if you have a health condition, particularly conditions involving broken or abraded skin, cuts and communicable diseases.

The fitness center is currently opened on a 24 hours basis, however, these hours are subject to change at any time in the sole discretion of the Board and/or Management Company. The Common Elements key will open the fitness center. Classes, events and recreational activities will be organized by the Management Company and may be held in the fitness center.

27. **SALE OR LEASE OF A UNIT.** Unit Owners may sell their Unit without obtaining permission from the Board provided that it is done in compliance with the Declaration and the following Rules:

- (a) Notice of any sale, gift, devise or other transfer of the ownership of a Unit shall be given to the Board within five (5) days following consummation of such transfer.
- (b) Both the seller and the buyer of a Unit must complete all forms customarily and reasonably required by the Association and return them to the Management Office along with a fully executed copy of the contract of sale prior to the time that a paid assessment letter from the Association required for closing can be issued. The

) purpose of the information requested by the Association is to gather information essential to the efficient administration of the Association. No Resident may move into any Unit until such time as the Management Office has been supplied the appropriate documents and the damage deposits have been paid.

- (c) Each Unit Owner shall supply to the Management Office a photocopy of the deed or title to the Unit.
- (d) Prior to the closing of any sale or transfer, all assessments and charges must be paid in full through the end of the month in which closing is to take place. A certified check or money order covering all monies due the Association and two days prior written notice are required for a paid assessment letter to be issued. Upon request of the Unit Owner or prospective purchaser for copies of necessary documentation including without limitation, the Declaration and amendments thereto, such documents shall be made available to the requesting party. A reasonable fee in the opinion of the Management Company and/or Board, shall be charged to the Unit Owner for photocopying of such documentation.
- (e) In the event a Unit Owner fails to cooperate with the Board in providing the information requested, all costs and expenses of the Board incurred in obtaining the requested information, including attorney's fees, shall be charged to the account of the Unit Owner.
- (f) The Board may own, convey, encumber, lease and sell any Units that are purchased by the Board or obtained through foreclosure or similar proceedings.

) A Unit Owner leasing his/her Unit shall comply with the following:

- (a) Each Unit Owner shall provide his/her lessee(s) a copy of the Declaration and of these Rules.
- (b) Lessees may not move into any Unit until such time as the Management Company has been supplied a copy of the lease and the damage deposit has been paid.
- (c) A lease may not be entered into by a prior lessee of this Building who has been either previously evicted or subject to eviction proceedings.
- (d) In making any lease, the Unit Owner is not relieved of any obligations under Declaration or Rules.

28. **SAFETY.** Residential safety is an ongoing responsibility of all Residents. No security measures can function effectively without the full cooperation of each Resident. In order for the Board to make intelligent decisions, it is essential that any incident or crime in the Buildings or garage be immediately reported in detail to the Management Company. Residents should not allow unauthorized non-Residents access to the Building and the Common Elements of the Condominium Property. Any unauthorized non-Resident attempting to gain access into the Building should be reported immediately to the management staff. Residents should always lock their Unit door. If Residents notice that any doors to the Common Elements do not close or lock properly, such conditions should be reported promptly to the Management Company.

) 29. **STATEMENT OF ACCOUNT.** The Association will provide any Unit Owner, upon ten (10) days advance notice, a statement of the Unit Owner's account from the date of the last zero

balance, including the amount of any unpaid assessments or other charges owing from the Unit Owner or lessee, if applicable. The Association may charge a reasonable fee for this service.

**30. STORAGE SPACES.**

- (a) Unregistered use of a storage space will result in the removal and disposal of the contents of the unregistered storage room. The Association, Board, Management Company and their employees assume no liability responsibility for items stored in any storage space.
- (b) No hazardous, perishable or flammable objects are to be stored in the storage space. Any article deemed hazardous by the Management Company and/or Board in the storage space shall be removed immediately upon the request of the Management Company. The Association is not liable or responsible for any items in the storage rooms or in and around the storage rooms.
- (c) Articles found outside the storage areas pose safety hazards and will be discarded without notice and without recourse to the Resident.

**31. TRASH DISPOSAL.** Each unit has a faux planter trash receptacle outside of their unit (with the exception of building 20). Garbage must be in tied bags, and must fit entirely inside the faux receptacle. Any items that do not fit in the faux receptacle may not be left outside the residence, and must be transported to the trash compactor, located inside the back gate. The courtesy and cooperation of the Residents is required to ensure that the hallways, driveways, and breezeways are maintained in a clean and odor-free condition. No loose garbage may be thrown into the receptacle. All garbage must be bagged and tied. All food items must be bagged, tied or sealed and disposed of promptly. Broomsticks, large cartons, heavy or bulky objects, construction materials, coat hangers and any items that do not fit in the trash receptacle should be brought to trash compactor located at the back gate. Residents may not leave any bags, garbage or other refuse on the floor or in the hallways, where it can attract pests. Any explosive, flammable, or lighted items (e.g. matches, lit cigarettes, aerosol cans) require special handling and should not be put into the trash receptacle. If flammable or explosive material require disposal, the Unit Owner must take the necessary steps to comply with all laws for the disposal of any flammable, explosive, toxic or environmentally unsafe materials. Under no circumstances may a Resident leave garbage outside of their Unit for any length of time. Any furniture, refuse or other items should not be left in the hallways or stairwells. The charge from the Association's scavenger service for removal of bulk items (such as discarded carpet, appliances, cabinets, etc.,) will be billed to the Unit Owner. The Resident is responsible for calling the Management Company to arrange for an extra pick up.

**32. WATER BEDS AND WATER FURNITURE.** Residents may not have any water-filled beds or other water-filled furnishings in the Unit. Water-filled furniture includes any bed, mattress, sofa, chair or other item of furniture that contains as part of its elements any substance in a liquid state. Water-filled furniture has the potential for extensive damage to the Resident's Unit and other Units from leaks, breakage and/or weight overloads.

## APPENDIX A

### *Rules and Procedures Governing Enforcement Of Declaration, Bylaws and Rules*

Every applicable Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, or such Owner's family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or Bylaws, provided the following procedures are adhered to:

- (a) **Notice:** The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.
- (b) **Hearing:** The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
- (c) **Fines:** The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- (d) **Violations:** Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- (e) **Payment of Fines:** Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- (f) **Application of Fines:** All monies received from fines shall be allocated as directed by the Board of Directors.
- (g) **Non-exclusive Remedy:** These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

## **Appendix B**

### *Unit Owner and Resident Construction Guidelines and Specifications*

Unit Owners shall submit a written description and a sketch of any proposed alterations or installations and shall be responsible for reviewing with the Board or its authorized representative(s) all structural changes to their Unit, such as, but not limited to, removal of a wall or opening of a wall. The Unit Owner shall also submit the Contractor's proposal and all contract documents to the Management Office before work is begun. The proposed plans and specifications will be submitted to the Board of Directors for review. If it is determined by the Board or its authorized representative(s) that outside engineering or architectural consultation is necessary, the Unit Owner shall be responsible for any costs incurred for such services. The work shall not proceed without prior written consent of the Board of Directors or its authorized representative(s) and all work must comply with the Condominium Documents, Orlando Building Codes and all other applicable law.

Unit Owners are responsible for securing all required permits. The Unit Owner and contractor shall submit a construction schedule to be approved by the Board or its authorized representative(s). If the approval of the Board or its authorized representative(s) has been given, the work may commence. As the job progresses, the Board of Directors shall be informed if variations are expected in the construction schedule and such variations must be approved. The contractors are encouraged to complete their work in minimal time and to produce the least amount of noise and disturbance as possible.

If a licensed architect is engaged, he/she shall submit to the Board an architect's certificate of compliance and state in writing that the plans for the remodeling comply with all Orlando Building Code and other applicable requirements. This would be for all work including General, Plumbing, Heating, Ventilation, Cooling and Electrical.

There shall be no construction which affects the Common Elements in any manner (e.g. the floor, ceiling, columns, and walls adjoining another Unit), without receiving the prior approval from the Board of Directors. This paragraph serves to prohibit, among other things, the cutting or channeling of concrete floors and ceilings without approval. Cutting into the concrete columns and sheet walls is strictly prohibited. When the adjoining wall is opened and any mechanical, electrical, communication or cable work is performed, the wall structure shall not be re-installed until it has been inspected by the Board or its representative.

The exterior window wall assembly shall not be altered in any way. There shall be no removal of any parts, screws, etc. There shall be no drilling or attaching items such as curtain brackets to the horizontal window wall assembly and the concrete ceilings (if applicable).

There shall be no alteration to the existing Heating and Air conditioning system, other than repair or replacement of any present air conditioning units exclusively serving a Unit, without approval from the Board Directors.

The relocation of any water risers, waste lines, and open site relief drains or venting stacks is strictly prohibited. The installation of all steam room, sauna, whirlpool or permanently installed humidifier components must be approved by the Board (and may be subject to architectural review at the Unit Owner's expense and the Board's selections) prior to installation and are subject to inspection after installation.

All electrical work must be completed by a licensed electrician in a safe ordinary manner consistent with trade practices .

) Any work on the common mechanical chases is strictly prohibited. Connections to the Unit venting systems are strictly prohibited.

At no time are flammable materials allowed to be stored at the job site.

Prior to beginning work, all contractors doing work in the Building must present a certificate of insurance, acceptable to the Board, to the Board of Directors or its authorized representative naming the Association, its Officers, Directors, Management Company and its employees as additional insureds.

Unit Owners must inform the Management Company that a contractor will be gaining access to the premises on any given day.

Contractors shall be permitted to perform work that is noise producing in a Unit only between the hours of 8:00 am and 5:30 pm on Monday through Friday. No noise producing work shall be permitted on weekends or holidays.

The Unit Owner shall be responsible for ensuring that the contractor employed to work within his/her Unit lays drop cloths on top of the corridor carpeting during hours when tradesmen are coming to and from the Unit. Such drop cloths must completely cover the traffic areas of the tradesmen and provide total protection to the corridor carpeting. Drop cloths must be removed at the end of each working day, and all debris collected by the cloths also removed. If it is necessary that extraordinary cleaning be performed by Association Personnel due to a contractor's negligence, the Unit Owner shall be responsible for reimbursing the Association for labor expenses.

) Contractors may not store any materials within the Common Elements of the Building or other Units and are to haul all debris and leftover materials from the Building in covered containers. Construction materials may not be disposed of on the property, at any time. The hauling charge for any bulk items left on common property in violation of this rule will be assessed to the responsible Unit Owner.

The Unit Owner shall be responsible for any damage to the Common Elements of the Building or other Units caused by themselves and/or contractors employed by them, or damage caused to the Units within the Building.

Whenever a partition is altered in any way, the Unit Owner shall designate the utilities in the area of this alteration on the drawing. The utility shall be so designated on the drawing as an electrical, telephone or television outlet.

#### INSPECTION REQUIREMENTS

Minor Remodeling: (defined as new flooring, kitchen cabinets, or work of a similar nature. NO walls, ceilings or floors are penetrated or relocated)

The Unit Owner or Contractor is responsible for notifying the Management Company during the following stages of work:

1. Prior to the flooring or other minor work starting, so an authorized agent can inspect the existing conditions
2. When the project is completed, so an authorized agent can inspect the new conditions.

) Major Remodeling (defined as relocating, adding or removing partitions, or penetrating any walls, ceiling floors or utilities.)

The Unit Owner or Contractor is responsible for notifying the Management Company during the following stages of work:

1. Prior to the commencement of the project. The Management Company will then advise when a meeting will be scheduled to go over the project to verify there have been no further modifications than those which were authorized by the Board.
2. After the time when any partitions are removed, altered, relocated, but prior to any re-construction of same, to verify that all common utilities such as water, sewer, electric, cable, and telephone lines have not been damaged.
3. When the project is completed, so an authorized agent can inspect the new conditions.

It is the Unit Owner's responsibility to ensure that adjoining Units and the common utilities will not be damaged or destroyed during any alteration work. Any necessary repair expenses incurred by the Association or other Unit Owners will be the sole responsibility of the Unit Owner undertaking the remodeling.

Remodeling time schedule

) The Unit Owner must indicate the length of the time the remodeling will take when submitting his/her initial remodeling package of information to the Management Company.

Remodeling construction must begin within 120 days of Board approval, or documentation must be resubmitted.

If for any reason the approved remodeling process takes longer than originally planned, the Unit Owner must contact the Management Company so that adjoining neighbors can be notified.



## Appendix C

### *Condominium Association Pet Policy*

#### *I. Pet Residency*

No animals shall be raised, bred or kept in any Unit except for dogs and cats, and animals that are typically kept in cages or containers in the home such as small birds, fish, turtles, hamsters, provided such animals are of a breed or variety commonly kept as household pets in similar buildings, are not kept or bred for any commercial purpose, and are kept in strict accordance with the rules and regulations outlined in this policy and in accordance with applicable law. Wild animals, exotic animals, farm animals, poisonous creatures, and tarantulas are not allowed. Specifically prohibited are any variety of pig, ferrets and similar animals and snakes.

As a condition precedent to a Unit Owner or Resident maintaining a pet or pets on the premises ("Pet Owner"), all Pet Owners must (i) provide evidence of compliance with all licensing requirements under applicable law, including appropriate veterinary certificates with respect to vaccinations, (ii) provide evidence of liability insurance for their pets, (iii) assume full responsibility, financial or otherwise, for any personal injury or property damage caused by their pets; and (iv) indemnify and hold harmless the Association, Unit Owners and the Management Company and their agents for any loss or liability caused by or arising from their pets. Pet Owners' responsibilities include, but are not limited to all costs of cleaning, repairing or replacement of common property due to damage caused by pets. Pet Owners must agree to the aforesaid undertakings and conditions in writing at the time their pet is registered with the Management Company or at the time their pet is first brought to the premises, whichever occurs first.

#### *II. Pet Registration*

Dogs and cats must be registered with the Management Company before being permitted to reside in the Building.

Registration consists of providing information for and signing Association's Registration Agreement. If any resident is renting from a Unit Owner, such resident must have permission in writing from the Unit Owner to maintain a pet in the Unit and must provide such writing to the Management Company as a condition precedent to maintaining the pet in the Unit. A copy of this permission will be kept on file in the Management Company.

#### *III. Pet Fines*

Any Pet Owner who violates the Rules and Regulations set forth herein shall be subject to any and all remedies available to the Board under the Condominium Declaration and the Act, including, without limitation, the levying of a fine.

The schedule of pet registration fees shall be determined by the Board. Fees are reviewed annually during the budget process or as needed.

#### *IV. Pet Behavior and Activities*

While transiting through any of the Common Elements, pets' movements must be controlled and all pets shall be on a short leash, in a carrier, or in a cage.

) If a pet has an accident, soiling the Common Elements, the Pet Owner must clean it immediately and report it to the Management Company. The Pet Owner is responsible for any damages caused in such an event. A damage fee may be assessed in this case.

Pet elimination is prohibited on all Condominium Property, including, without limitation, the walls, flowerbeds, or any portion of the Building or property.

Cat, bird and hamster owners should ensure that litter is changed often to avoid odor, and that it is securely wrapped and tied in a plastic garbage bag before depositing in the garbage chute or room.

Pet Owners must ensure that their pet does not make any prolonged noise such as barking, meowing, or chirping, or any other noise that disturbs neighbors.

Pets must not be allowed by the Pet Owners to jump on, bite or in any way harm or intimidate any person or other pet.

Recognizing that occasional difficulties between Pet Owner and non –Pet Owners are bound to occur, and it is not the intention of these rules to be unduly restrictive, the following rules regarding notification and enforcement procedures are intended to apply to repeated rule violations by Pet Owners:

In case of the first violation, the Manager will notify the offending party by letter as to the nature of the violation. The Management Company will maintain a copy of the letter. In the case of a Tenant, a copy of the letter will also be sent to the Unit Owner.

) If a second violation occurs within six months of the first, a certified letter will be sent indicating that the next violation will result in the pet being required to be removed from the property. Additionally, a fine may be levied.

In the case of a third violation within the same six-month period, the Management Company will require that the pet be removed from the property within 15 days of the letter. A court order will be obtained to vacate the Unit if the pet is not removed voluntarily.

**Appendix D**

*Hurricane Safety and Precautions*

As Florida has experienced windstorms and hurricanes in the past, it is the responsibility of the Resident to insure themselves, their Unit, and their personal property against potential damage that may arise from a windstorm or hurricane. The Condominium does not have an emergency notification system in place in the event of a windstorm or hurricane. It is the Resident's responsibility to stay informed about impending (or otherwise) windstorms or hurricanes and comply with all applicable safety mandates.

A Resident who plans to be absent during the hurricane season must prepare the Unit prior to his or her departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage and must furnish to the Association with name(s) of such firm and/or individual.

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