

PREPARED BY AND RETURN TO:
THE RUGGIERI LAW FIRM, P A
111 N ORANGE AVE SUITE 725
ORLANDO, FL 32801

CERTIFICATE OF ADOPTION OF AMENDED AND RESTATED BYLAWS OF THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT XIX, A CONDOMINIUM

WHEREAS, those certain Bylaws of The Great Outdoors Premier R.V./Golf Resort XIX, a Condominium, were previously caused to be recorded at Official Records Book 5544, Page 5258, Public Records of Brevard County, Florida (hereinafter referred to as "Original Bylaws"); and

WHEREAS, Section 12.2 of the Original Bylaws provides that it may be amended by not less than a majority of the votes of all Members of the Association represented at a meeting at which a quorum has been attained and by not less than two-thirds (2/3 's) of the entire Board of Directors; and

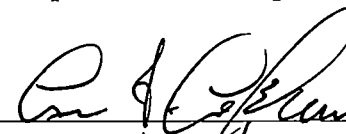
WHEREAS, The Great Outdoors Premier R.V./Golf Resort XIX Condominium Association, Inc. (hereinafter "Association") provided notice to all Members of the Association of a meeting of the Members which took place on the 11th day of February, 2021, notice of which included a complete, true and correct copy of the attached Amended and Restated Bylaws, presented to the Members as required by 718.110(1)(b), Florida Statutes; and

WHEREAS, the Amended and Restated Bylaws were approved by unanimous vote of the Board of Directors and likewise received the approval of greater than a majority of the Unit Owner Members appearing in person or by proxy at the foregoing meeting of the Members;

NOW, THEREFORE, BE IT CERTIFIED that the attached Amended and Restated Bylaws were duly approved at the foregoing meeting of the Members and amends, restates, and supersedes in its entirety the provisions of the Original Bylaws as more particularly set forth therein.

IN WITNESS WHEREOF, The Great Outdoors Premier R.V./Golf Resort XIX Condominium Association has caused this Declaration to be duly executed this 13 day of April, 2021.

The Great Outdoors Premier R.V./Golf
Resort XIX Condominium Association, Inc.,
a not for profit Florida corporation

By:  (sign)
Leon F. LeBlanc (print), President

Executed in the presence of:


Print name: Monica Pappas

Address: 100-D Plantation Drive
Titusville, FL 32780

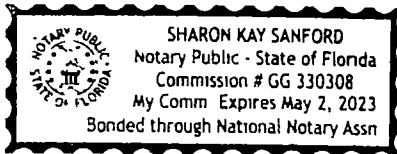
Donna Edinger

Print name: Donna C Edinger

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing was acknowledged before me, this 13 day of April, 2021
by Leon LeBlanc, as President The Great Outdoors Premier
R.V./Golf Resort XIX Condominium Association, Inc., a not for profit Florida corporation, on its
behalf, who is () personally know to me or () has produced
_____ as identification.

[SEAL]



Sharon K Sanford
Notary Public Signature
Print Name: Sharon K Sanford
My Commission Expires: 5.2.2023

AMENDED AND RESTATED BY-LAWS OF
THE GREAT OUTDOORS PREMIER R.V./GOLF
RESORT XIX CONDOMINIUM ASSOCIATION, INC.

1. Identity. These are the By-Laws of The Great Outdoors Premier R.V./Golf Resort XIX Condominium Association, Inc. (the "Condominium Association"), a Florida corporation not for profit organized for the purpose of administering a condominium located in Brevard County, Florida, known as The Great Outdoors Premier R.V./Golf Resort XIX, a Condominium.

1.1 Principal Office. The principal office of the Condominium Association shall be at 100-D Plantation Drive, Titusville, Florida, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Condominium Association shall be kept at its principal office.

1.2 Fiscal Year. The fiscal year of the Condominium Association shall be the calendar year.

1.3 Seal. The seal of the Condominium 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 By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Condominium Association as the "Articles." The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Amended and Restated Declaration of Condominium, dated February 11, 2021 as subsequently amended (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.

3. Members.

3.1 Annual Meeting. The annual members' meeting of the Unit Owners shall be held on or before March 1st of each year and 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 twelve (12) 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 affecting the Condominium authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.

3.2 Special Meetings. Special members' meetings may be called for the entire membership, for those matters affecting the Condominium, the Condominium Association or the members thereof, and 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, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Condominium Association, or as provided elsewhere herein or in the Act. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3.3 Notice of Meeting; Waiver of Notice.

(a) Notice of all meetings of Unit Owners, including both special and annual meetings, shall be given by written notice. The written notice must include an agenda and shall be mailed, hand delivered or electronically transmitted to each Unit Owner at least fourteen (14) days prior to any annual or special meeting and shall be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding the annual or special meeting. Upon notice to the Unit Owners, the Board of Directors shall by duly adopted rule

designate a special location on the Condominium Property or on the CSA property, upon which all notices of Unit Owner meetings shall be posted.

(b) Except as otherwise specifically provided in these By-Laws or as may otherwise be required by law, in lieu of mailing or hand delivery of notices to its members, the Condominium Association may provide notices of meetings, including all necessary attachments thereto, and other communications (excluding billings) by means of electronic transmission to any Unit Owner requesting or consenting in writing to receive the same electronically. Unit Owners desiring or consenting to receive notices or other communications (excluding billings) from the Condominium Association by electronic transmission shall provide written notice to the Condominium Association signed by at least one (1) co-owner of a Unit, or one (1) officer of a corporate Unit Owner and delivered to the Condominium Association by mail or hand delivery. Notwithstanding the foregoing, the Condominium Association may establish an electronic consent form which otherwise complies with Florida's Electronic Signature Act and submission of such electronic consent form shall constitute "written consent" for all purposes hereunder and Chapter 718, Florida Statutes, as amended from time to time.

(c) An officer of the Condominium Association or other person providing the notice of any Unit Owner meeting, shall provide an affidavit or United States postal certificate of mailing, to be included in the official records of the Condominium Association, affirming that the notice was mailed or hand-delivered in accordance with this provision, to each Unit Owner at the address last furnished to the Condominium Association.

(d) Notice of special meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, 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.

3.4 Quorum. A quorum at a members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of the entire membership.

3.5 Voting.

(a) Number of Votes. Except as provided in Section 3.10 hereof and except when the vote is to be determined by a percentage of shares of ownership in the Condominium (as contemplated in specific portions of the Declaration), in any meeting of members, the Unit Owners shall be entitled to cast one (1) vote for each Unit owned. 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 of the particular constituency for which the action was taken for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes of members and not a majority of the members themselves and shall further mean more than fifty percent (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 appropriate 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 (1) person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Condominium Association. Such person must be one of the joint owners. 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 Condominium Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote 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 of the Unit Owner(s) 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 Condominium Association or the appropriate voting constituency shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may without being required to do so, designate a voting member in the manner provided above. Such designee must be a Unit Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Condominium Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the Unit vote.

3.6 Proxies.

(a) Except as specifically otherwise provided herein, the Unit Owners may not vote by general proxy, but may only vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes concerning the following matters:

- (i) Votes taken to waive or reduce reserves;
- (ii) Votes taken to waive financial statement requirements;
- (iii) Votes taken to amend the Declaration;
- (iv) Votes taken to amend the Articles of incorporation and the By-Laws;

and

(v) Votes taken for any other matter for which the Act requires or permits vote of the Unit Owners.

(b) No proxy, limited or general, shall be used in the election of the Board of Directors.

(c) General proxies may be used for establishing a quorum and any other matter for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding any of the provisions of this section, Unit Owners may vote in person at Unit Owner meetings.

(d) Any proxy given shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days from the date of the first meeting for which it was given. Each proxy is revocable at any time at the pleasure of the Unit Owner executing it.

3.7 Adjourned Meetings. 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 provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 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) Call to order by President;
- (b) Appointment by the President or a chairman of the meeting (who need not be a member or a director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (c) Reports of officers;
- (f) Reports of committees;
- (g) Determination of number of Directors;
- (h) Election of Directors;
- (i) Unfinished business;
- (j) New business; and
- (k) Adjournment.

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

3.9 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 Condominium Association shall retain these minutes for a period of not less than seven (7) years.

3.10 Action without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such 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) of the appropriate voting constituency having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such members at which an appropriate quorum of such members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to the appropriate members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership. The affairs of the Condominium 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 must be Unit Owners.

4.2 Election of Condominium Directors. Election of Directors shall be conducted in the following manner:

- (a) The members of the Board of Directors shall be elected by written ballot.
- (b) Proxies shall in no event be used in electing the members of the Board of Directors, either in general elections or in elections to fill vacancies caused by resignation.
- (c) Not less than sixty (60) days before a scheduled election, the Condominium Association shall mail, hand deliver or electronically transmit to each Unit Owner entitled to vote, a first notice of the date of the election. If such first notice is mailed, the mailing may be by separate Condominium Association mailing or by a mailing included in another Condominium Association mailing.
- (d) Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Condominium Association not less than forty (40) days before a scheduled election.
- (e) The Condominium Association shall mail, deliver or electronically transmit a second notice of the election not less than fourteen (14) days, and not more than thirty-four (34) days, prior to the election, to all Unit Owners entitled to vote, together with a ballot which shall list all candidates. The Condominium Association shall also post the second notice in a conspicuous place on the Condominium Property. The costs of mailing and delivering the notice shall be borne by the Condominium Association.
- (f) Upon request of a candidate, the Condominium Association shall include, with the election notice, a one (1) page information sheet about the candidate in the format set forth on the Condominium Association website (www.tgocondo19.com). The information sheet must

be furnished by the candidate to the Board of Directors not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of the mailing and copying to be borne by the Condominium Association. However, the Condominium Association has no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Condominium Association may print or duplicate the information sheets on both sides of the paper.

(g) Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirements; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of the members of the Board of Directors.

(h) No Unit Owner shall permit another person to cast his ballot. Ballots may be turned in at, or prior to, the annual meeting at which the election will occur. Any Unit Owner who needs physical assistance in casting the ballot may obtain such assistance in casting the ballot.

(i) The regular election shall occur on the day of the annual meeting.

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

4.3 Vacancies and Removal.

(a) Vacancies on the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining members of the Board of Directors and any Director so elected to fill a vacancy shall hold office only until the next election of Directors by the members.

(b) Any Director may be removed with or without cause by the vote or agreement in writing by a majority of all the voting interests of the constituency electing such Director at a special meeting of such constituency called for that purpose in accordance with Section 718.112(2)(j) of the Act. Such a meeting may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners. If a vacancy occurs on the Board of Directors as a result of a recall and less than a majority of the board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors. However, in the event that the removal of the Director or Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, the vacancies on the Board shall be filled in accordance with the rules promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes. However, any Director elected in this manner shall only serve until such time as an election can be held in accordance with Section 4.2. The conveyance of all Units owned by a Director in the Condominium shall constitute the resignation of such Director.

(c) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, other than due to the removal of a Director as provided in Section 4.3(b), 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 Condominium Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Condominium Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Condominium Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during

such time, the Condominium Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Condominium 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 Condominium Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall be for two (2) years. Each Director shall serve until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided herein. The terms of the Directors shall be staggered in a manner established by the Board of Directors such that a simple majority of the Directors is elected one year, and the other Directors are elected the next year.

4.5 Organizational Meeting. The organizational meeting of newly elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed. Notice of the meeting shall be made by posting notice with an agenda conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting.

4.6 Regular Meetings. Regular 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. Notice of regular meetings shall be given to each Director as provided in Section 4.8 hereof. The notice must include an agenda. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Condominium Association, except in the event of an emergency. Any Unit Owner may tape record or video tape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board may adopt reasonable rules and regulations governing the tape recording and video taping of any meeting. The Board may also adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which a non-emergency special Assessment or at which an amendment to the rules regarding Unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day requirement shall be made by an affidavit executed by the person who provides the notice and filed among the official records of the Condominium Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices shall thereafter be posted. A notice of any meeting in which regular 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.

4.7 Special Meetings. 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. Notice of special meetings shall be given to each Director as provided in Section 4.8 hereof, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners, and notice of a special meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Condominium Association, except in the event of an emergency.

4.8 Receipt and Waiver of Notice by Directors. Notice of regular and special meetings of the Board of Directors shall be given to the Directors by hand delivery, mail or electronic transmission (provided a Director has consented to electronic transmission under Section 3.3(b)). Notice must be received by a Director at least three (3) days prior to the meeting. If the notice is mailed, it shall be deemed received on the fifth (5th) day after the date of posting to the Directors' correct address.

Notice of meetings of the Board of Directors may be waived before or after the meeting and the attendance of any Director shall constitute such Director's waiver of notice of such meeting, except when his 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.

4.9 Quorum. A quorum at Board of 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 Declarations, the Articles or these By-Laws.

4.10 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 without further notice.

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

4.12 Order of Business. If a quorum has been attained, the order of business at Board of 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; and
- (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 Condominium Association shall retain these minutes for a period of not less than seven (7) years.

4.14 Executive Committee: Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of members of the Board of Directors (but less than a quorum of the Board) with equal representation from the Condominium. Such Executive

Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law except that the Executive Committee shall not have the power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in subsection (g) and (p) of Section 5 below. The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

5. 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 Condominium Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws 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 of the Common Elements;
- (b) Determining the expenses required for the operation of the Condominium and the Condominium Association;
- (c) Collecting the Assessments for Common Expenses from Unit Owners;
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements;
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners of the Condominium to overrule the Board as provided in Section 13 hereof;
- (f) Maintaining bank accounts on behalf of the Condominium Association and designating the signatories required therefor;
- (g) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Condominium Association, or its designee;
- (h) Purchasing Units at foreclosure or other judicial sales, in the name of the Condominium Association, or its designee;
- (i) Selling, leasing, mortgaging or otherwise dealing with Units acquired by, and subleasing Units leased by, the Condominium Association, or its designee;
- (j) Organizing corporations and appointing persons to act as designees of the Condominium Association in acquiring title to or leasing Units or other property;
- (k) Obtaining and reviewing insurance for the Condominium Property;
- (l) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in

accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise;

(m) 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;

(n) Levying fines against the Unit Owners for violations of the rules and regulations established by the Condominium Association to govern the conduct of such Unit Owners;

(o) Purchasing or leasing Units for use as housing by resident employees for the Condominium;

(p) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on, and/or security interests in, Condominium Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units in the Condominium represented at meeting at which quorum thereof has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum with respect to the Condominium in excess of fifty thousand dollars (\$50,000.00); and provided further, that the Board of Directors may not borrow money to pay for anticipated current operating expenses or for unpaid operating expenses previously incurred. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subsection (p) is not repaid by the Association, a Unit Owner of the Condominium 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 their 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 Unit Owner's Unit;

(q) Contracting for the management and maintenance of the Condominium Property and the Common Elements and authorizing a management agent to assist the Condominium 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 with funds as shall be made available by the Condominium Association for such purposes. The Condominium Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Condominium Association;

(r) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use;

(s) Granting easements and licenses over the Condominium Property as permitted by the Declaration or the Act;

(t) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units, not to exceed the maximum amount permitted by law in any one case;

(u) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws, and in the Act, and (ii) all powers of a Florida corporation not for profit; and

(v) Contracting with and creating special taxing districts.

6. Officers.

6.1 Executive Officers. The executive officers of the Condominium Association shall be a President, a Vice-President, 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 Condominium Association.

6.2 President. The President shall be the chief executive officer of the Condominium 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. The 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 shall otherwise be prescribed by the Directors.

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

6.5 Treasurer. The Treasurer shall have custody of all property of the Condominium Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Condominium 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. He 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. All monies and other valuable effects shall be kept for the benefit of the Condominium Association in such depositories as may be designated by a majority of the Board of Directors.

7. 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 Condominium 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.

8. 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 the election of a successor. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer shall constitute a written resignation of such Director or officer.

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

9.1 Budget. The provisions for fiscal management of the Condominium Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

(a) Adoption by Board. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expenses and contain at least all items set forth in the Act if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of the Condominium and allocate and assess such expenses among the appropriate Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, each budget shall include reserve accounts for roof replacement, building painting and pavement resurfacing and for any other item for which the deferred maintenance expense or replacement cost exceeds ten thousand dollars (\$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 estimated replacement cost of each reserve item. Although reserve accounts must be included in the budget, funding thereof may be reduced or waived by a majority vote in person or by limited proxy at a duly called meeting of such appropriate members. 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 for the Condominium shall be mailed, hand delivered or electronically transmitted to each Unit Owner in the Condominium at the address last furnished to the Condominium Association not less than fourteen (14) days prior to the meeting of the Unit Owners or 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. Evidence of compliance with this fourteen (14) day notice must be made by an affidavit executed by an officer of the Condominium Association or other person providing notice of the meeting and filed among the official records of the Condominium Association. The meeting must be open to the Unit Owners.

(ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of the Unit Owners, a special membership meeting shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Unit Owners of a majority of all Units in the Condominium.

(iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year there must be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Condominium Association in respect of the Condominium which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the

Condominium Property all Assessments imposed for the benefit of the CSA and all special Assessments (including surcharges) against specific Unit Owner(s).

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for the Condominium in accordance with the requirements of Subsection 9.1 (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 of the Condominium for such year.

9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be established for the applicable fiscal year annually, if possible, at least ten (10) 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 quarter of the year for which the Assessments are made. If an annual Assessment is not established as required, an Assessment shall be presumed to have been established in the amount of the last prior Assessment, and quarterly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessment may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which an amended Assessment is made shall be payable in as many equal installments as there are full quarters of the fiscal year left as of the date of such amended Assessment, each such quarterly installment to be paid on the first day of the quarter, commencing the first day of the next ensuing quarter. If only a partial month quarter remains, the amended Assessment shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution. Regular quarterly installments shall be due one full quarter in advance.

9.3 Other Charges. Charges by the Condominium Association against members for other than Common Expenses shall be payable in advance. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration, which charges may include, without limitation, charges for the use of portions of the Condominium Property, maintenance services furnished for the benefit of an Owner and fines and damages and other sums due from such Owner.

9.4 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due immediately upon notice given to the Unit Owners concerned and shall be paid in such manner as the Board of Directors may require in the notice of Assessment.

9.5 Depository. The depository of the Condominium Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Condominium 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 Condominium Association from Assessments or contributions to working capital or otherwise may not be commingled.

9.6 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment, the Board of Directors or its agent may accelerate the remaining installments of the Assessment upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due on the date the claim of lien is filed as provided in Article 12 of the Declaration and Section 718.116 of the Act.

9.7 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons who control or disburse funds of the Condominium Association, including any person authorized to sign checks, the President, Secretary, and Treasurer of the Condominium Association. The amount of such bonds shall be in accordance with the Act as amended from time to time, but in no event shall the amount of the bond be less than ten thousand dollars (\$10,000.00) for each such person so bonded. The premiums on such bonds shall be paid by the Condominium Association as a Common Expense.

9.8 Accounting Records and Report. Within sixty (60) days following the end of the fiscal or calendar year or annually on such date as is otherwise provided herein, the Board of Directors shall deliver to each Unit Owner, in accordance with Section 3.3(c) hereof, a complete financial report of actual receipts and expenditures for the previous twelve (12) months, or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting procedures. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Costs for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Costs for building maintenance and repair;
- (h) Insurance costs;
- (i) Administration and salary expenses; and
- (j) Reserves for capital expenditures, deferred maintenance, and any other category for which the Condominium Association maintains a reserve account or accounts.

9.9 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as determined by the Board.

9.10 Notice of Meeting. 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.

10. Roster of Unit Owners. Each Unit Owner shall file with the Condominium Association a copy of the deed or other document showing his ownership. The Condominium 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 Unit Owner(s)

shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

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

12. Amendments. Except where the Declaration provides otherwise, these By-Laws may be amended in the following manner:

12.1 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 and shall comply with the provisions of Section 718.112(2)(h) of the Act.

12.2 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 Condominium Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) by not less than a majority of the votes of all members of the Condominium Association represented at a meeting at which a quorum has been attained and by not less than two-thirds (2/3's) of the entire Board or Directors; or

(b) by not less than one hundred percent (100%) of the entire Board of Directors.

12.3 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 the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Condominium Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Brevard County.

13. Rules and Regulations. The Board of Directors may, from time to time, establish rules and regulations concerning use of the Condominium Property. Thereafter, the Board may, from time to time, modify, amend or add to such rules and regulations. Owners of a majority of the Units represented at a members' meeting at which a quorum thereof is present may overrule the Board with respect to any such modifications, amendments or additions relating to the Condominium. As required by Section 4.6 hereof, the Board of Directors shall give proper notice of the meeting at which such modified, amended or additional rules and regulations will be discussed. Such modified, amended or additional rules and regulations (i) shall be furnished to each Unit Owner not less than thirty (30) days prior to the effective date thereof, or such shorter period of time as required by law or exigent circumstances, (ii) shall not be required to be recorded in the Public Records of Brevard County, and (iii) shall not be enforced to the extent they conflict with applicable law.

14. 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.

15. 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 By-Laws or the intent of any provision hereof.

16. Mandatory Nonbinding Arbitration. Prior to the institution of court litigation with regard to any dispute between two (2) or more parties that involves the authority of the Board of Directors under any law or Condominium Association document to require any Unit Owner to take any action, or not to take any action, involving that Unit Owner's Unit; to alter or add to a Common Element; or the failure of the Condominium Association to properly conduct elections, give adequate notice of meetings or other actions, properly conduct meetings, or allow inspection of books and records, the parties to such dispute shall petition the Division of Florida Condominiums, Timeshares and Mobile Homes of the Department of Business and Professional Regulation for nonbinding arbitration. Arbitration shall be conducted according to rules promulgated by the Division. The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence. The filing of a petition for arbitration shall toll the applicable statute of limitations.

At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence, and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law. The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction within thirty (30) days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party may be awarded reasonable attorney's fees. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorney's fees, investigation expenses and expenses for expert and other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in the Circuit Court in the circuit in which the arbitration took place. A petition may not be granted unless the time for appeal by the filing of complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed.