

BYLAWS

OF

LEMON BAYVIEW VILLAS CONDOMINIUM ASSOCIATION, INC.

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

1. Identity. These are the Bylaws of LEMON BAYVIEW VILLAS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (herein called the "Association"), the Articles of Incorporation of which were filed in the office of the Secretary of State of Florida on MAY 17, 1987. The Association has been organized pursuant to the Florida Statutes, for the purpose of administering, operating and managing LEMON BAYVIEW VILLAS, a Condominium (herein the "Condominium"), which is located upon certain lands in Charlotte County, Florida.

1.1 The office of the Association shall be at 5095 North Beach Road, Englewood, Florida 33533.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Member's meetings.

2.1 The annual member's meeting shall be held at the office of the corporation or such other place as may be stated in the notice at one o'clock, P.M., E.S.T., on the 1st day of June of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday. The members shall meet at least once in each calendar year.

2.2 Special member's meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast twenty percent (20%) of the votes of the entire membership. A special meeting of the Unit Owners to recall a member or members of the Board may be called by at least ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of unit owners, which notice must state the purpose of the meeting.

2.3 Notice of all member's meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at this address as it appears on the books of the association and shall be mailed not less than 14 days nor more than 30 days prior to the date of the meeting. Proof of such meeting shall be given by the affidavit of the person giving the notice. In addition, a notice of

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each meeting of the membership shall be posted at a conspicuous place on the Condominium property at least 14 days prior to each meeting of the members. The notice of the annual meeting of the members must be sent by mail to each Unit Owner and the post office certificate retained as proof of such mailing unless the particular Unit Owner has waived in writing the right to receive the notice of the annual meeting by mail.

2.4 A quorum at members' meeting shall consist of the owners of a majority of the units of the entire condominium. All decisions at a members' meeting shall be made by a majority of the units represented at a meeting at which a quorum is present, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

#### 2.5 Voting.

(a) In any meeting of members the owners of units in the condominium shall be entitled to cast one vote for each unit, unless the decision to be made is elsewhere required to be determined in another manner.

(b) The vote of the owners of an apartment owned by more than one (1) person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the owner in attendance at the meeting shall cast the vote or if more than one owner is in attendance, the owner designated by those in attendance shall cast the vote.

2.6 Proxies. Votes may be cast in person or by proxy. Any person who has reached his majority may be named a proxy. A person named a proxy need not be a unit owner. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- (a) Election of chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.

(d) Reading and disposal of any unapproved minutes.

(e) Reports of officers.

(f) Reports of committees.

(g) Election of inspectors of election.

(h) Election of directors.

(i) Unfinished business.

(j) New business.

(k) Adjournment.

2.9 Waiver of Notice. The members may waive notice of any specific members' meeting in writing or orally before or after any meeting. The members may also act by written agreement without meeting.

2.10 Proviso. PROVIDED, however, that until the Developer of the Condominium has closed the sales of all of the units of the Condominium, or until January 1, 1990, or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no force or effect unless approved by the First Board of Directors, except as otherwise specifically required by the Florida Condominium Act.

3. Directors. The initial board of directors shall be three members. When the Developer terminates control, the board shall consist of at least three members, but not more than five members.

3.1 Board of Administration. The affairs of the Association shall be managed by a Board of Directors.

3.2 Number and Term. The Board of Directors shall consist of not less than three nor more than five directors. When the unit owners elect their first Board of Directors the number of Directors shall be three.

The term of each director shall be two years. When the unit owners first elect their directors after developer terminates its control, the two directors receiving the highest number of votes will be elected for two year terms and the one director elected with the least number of votes will be elected for a one year term. After the initial election of directors, all directors shall be elected for two year terms.

3.3 Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of three members shall be appointed by the Board of Directors not less than 60 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving whose term is expiring. Nominations may be made from the floor.

(c) The election shall be by a ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting be entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(e) Subject to the provisions of Section 718.301, Florida Statutes, any director may be removed with or without cause by the vote or agreement in writing by a majority of all unit owners. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(f) Provided, however, that until the Developer of the Condominium has closed the sales of all of the units of the Condominium, or until January 1, 1990, or until Developer elects to terminate its control of the Condominium, or until otherwise specifically required by the the Florida Condominium Act, whichever shall first occur, the first directors of the Association shall serve. In the event of vacancies, the Developer (or if it fails to do so, the remaining directors) shall fill the vacancies, except as may be otherwise specifically provided by the Florida Condominium Act. The transfer of control of the Association from the Developer to the members shall be as provided in the Declaration of Condominium.

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected.

3.5 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 (except for any such meeting at which the adoption of the annual budget is to be considered) shall be given to each director, personally or by mail, telephone or telegraph, at least three days prior the day named for such meeting.

3.6 Special meetings of the directors may be called by the president and must be called by the Secretary at the written request of one-third of the directors. Notice of special meetings (except for any such meeting at which the adoption of the annual budget is to be considered and except for an emergency) shall be given personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

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3.7 Directors Meetings Open. All meetings of the Board of Directors shall be open to all Units Owners.

3.8 Notice to Unit Owners. Notices of all meetings of the Board of Directors "To The Attention of all Unit Owners" shall also be posted conspicuously on the Condominium property forty-eight (48) hours in advance, except in an emergency.

3.9 Meeting to Adopt Annual Budget. The members must be given written notice of the time and place of the meeting at which the Board of Directors will consider the annual budget. A copy of the proposed annual budget of common expenses and proposed annual budget of common expenses and proposed assessments must be mailed to the members not less than thirty (30) days prior to such meeting, together with the written notice of such meeting. The meeting shall be open to the Unit Owners.

3.10 Waiver of Notice. Any director may waive the notice of a meeting to which he is entitled before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to such director.

3.11 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 required by the Condominium Act, the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

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

3.13 Joinder in Meeting by Approval of Minutes. A director may join in the action of a meeting by signing and concurring in the minutes of that meeting but such concurrence may not be used for the purpose of determining a quorum.

3.14 The presiding officer of directors' meeting shall be the President. In the absence of the presiding officer the directors present shall designate one of their number to preside.

3.15 The order of business at directors' meetings shall be:

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

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(g) New business.

(h) Adjournment.

3.15 Compensation; neither Directors nor officers shall receive compensation for their services as such.

4. Powers and Duties of the Board of Directors.  
All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by the Articles of Incorporation, the Declaration of Condominium and these Bylaws, and all of the powers and at duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the powers as set forth in the Articles of Incorporation.

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5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and shall serve at the pleasure of the Board of Directors. Any person may hold two or more offices, except that the President shall not be also the Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

5.3 The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Director.

5.4 The Secretary shall keep the minutes of all proceeding of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the

Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.6 The compensation, if any, of all employees of the Association shall be fixed by the Directors. The provision against compensation for Directors and officers shall not preclude the employing of a Director or officer as an employee of the Association, nor preclude the contracting with a Director for the management of the Condominium.

5.7 All officers serve at the pleasure of the Board of Directors. Any officer may be removed by a vote of not less than 51% of the Directors, at a special meeting called for that purpose.

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

6.1 Accounts. The receipt and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which shall include the funds to be used for capital expenditures, for additional improvements or additional personal property that will be part of the common element.

6.2 Annual Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the anticipated current common operating expenses and unpaid operating expenses previously incurred and to provide and maintain funds for the foregoing reserves according to good accounting practices.

(a) Provided, however, that until the Developer of the Condominium has closed the sales of all units of the Condominium, or until January 1, 1990, or until Developer elects to terminate its control of the Condominium, whichever shall first occur, the Board of Directors may omit

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from the budget all allowances for contingencies and reserves, except for reserves required by statute.

(b) If the budget is amended after adoption, a copy of the amended budget shall be furnished to each member.

(c) Excessive Budget: Where the annual budget for common expenses requires assessments against the unit owners in any fiscal or calendar year exceeding 115% of such assessments for the previous year, the Board of Directors, upon written application of at least ten percent (10%) of the Unit Owners, shall call a special meeting of the Unit Owners within thirty (30) days from receipt of such application upon not less than ten (10) days' written notice to each Unit Owner. At the special meeting the Unit Owners shall consider and adopt a budget. The budget shall be adopted by a vote of not less than a majority of the Unit Owners present and voting.

6.3 Assessments. Assessments against the members for their proportionate shares of the annual budget shall be made by the Board of Directors quarterly in advance on or before the 15th day of the last month preceding the calendar quarter for which the assessments are made. Such assessments shall be due and payable on the first day of the calendar quarter for which they are made. If a quarterly assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the quarterly assessment proves to be insufficient, the assessment may be amended at any time by the Board of Directors if the assessments for the year to date do not exceed the annual budget for that year. Any assessments that do exceed such limitation shall be subject to the majority approval of the membership of the Association. The unpaid portion of the amended assessment shall be due upon the first day of the month next succeeding the month in which the amended assessment is made or as otherwise provided by the Board of Directors.

6.4 Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the quarterly assessments for common expenses shall be made only after notice of the need for such proposed assessment is given to the unit owners. After such notice and upon approval in writing by persons entitled to cast at least one-half of the votes of the unit owners concerned, the assessment shall become effective and it shall be due and payable at such time and in such manner as the Board of Directors of the Association may require in the notice of such assessment.

6.5 Assessments for Betterments and Reserves. The Board of Directors of the Association may impose assessments for betterments to the Condominium on the members and may also establish reserves. In determining whether a current year's assessments are in excess of the assessments for the preceding year, assessments for betterments shall be excluded.

6.6 The depository of the Association shall be in such bank or banks as shall be designated from time to time

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by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.7 An annual audit of the accounts of the Association shall be made by a certified public accountant, if requested by at least a majority of the Unit Owners, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is requested and made.

6.8 Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors. The premiums on such bonds shall be paid by the Association.

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

8. Amendments. These Bylaws may be amended in the following manner:

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

8.2 A resolution adopting a proposed amendment be proposed by either the Board of Directors of the Association or the members. Directors not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) by not less than 66 2/3% of the votes of the entire membership of the Association; or

(b) until the first election of directors, by all of the members of the first board of directors.

8.3 Proviso. Provided, however, that no amendment shall discriminate against any unit owner not against any unit or class or group of units unless the unit owners so affected shall consent and no amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Provided further, that no amendment shall be made to Sections 2.10, 3.3f or 6.2a without the written approval of the Developer of the Condominium.

8.4 Amendments. All amendments shall be in the form prescribed by Section 718.112, Florida Statutes.

8.5 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 Bylaws, which certificate shall be executed by the appropriate officers of the association with the formalities of a deed. The amendment shall be effective when such certificate and amendment are recorded in the Public Records of Sarasota County, Florida.

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9. Minutes. Minutes of all meetings of the members and all meetings of the Board of Directors shall be kept in a book and shall be available for inspection by unit owners and board members and their authorized representatives at all reasonable times. All minutes shall be retained for a period of not less than seven (7) years.

10. Rules and Regulations. The Board of Directors may adopt reasonable rules and regulations to be uniformly applied to all members governing the details of the operation and use of the common elements.

11. Association May Acquire and Enter Into Agreements. Subsequent to the recording of the Declaration of Condominium, the Association may acquire or enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in real and personal property, including but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the Condominium, for the enjoyment, recreation or other use or benefit of the members; and the expense of rental, membership fees, operations, replacements and other undertakings in connection therewith shall be part of the common expenses. The Board of Directors of the Association may adopt covenants and restrictions relating to the use of such facilities.

12. Arbitration of Internal Disputes. Internal disputes arising from the operation of the condominium among unit owners, the association, their agents and assigns may be resolved by voluntary binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales and Condominiums pursuant to F.S. 718.112(2)(m). Each party to the dispute first must agree to the arbitration process and, in such case, the arbitrator's decision will be final. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this article shall preclude any party from proceeding alternatively in the manner prescribed in Article X above.

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