

**AMENDED AND RESTATED  
BY-LAWS OF  
THE ISLAND CLUB OF VERO BEACH HOMEOWNERS ASSOCIATION, INC.**

Article I  
Name and Definitions

Section 1.1 Name. The name of the Association shall be THE ISLAND CLUB OF VERO BEACH HOMEOWNERS ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association").

Section 1.2 Principal Office. The principal office of the Association shall be determined by the Board of Directors from time to time.

Section 1.3 Seal. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

Section 1.4 Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Association's Articles of Incorporation (the "Articles"), and in the Declaration of Covenants, Conditions and Restrictions for The Island Club of Vero Beach (said Declaration, as amended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit. The Property, as such term is defined in the Declaration, may sometimes herein be referred to as the "Community".

Article II  
The Association; Membership Meetings,  
Quorum, Voting, Proxies

Section 2.1 Membership. The Association shall have one (1) class of membership ("Member"). A person or entity shall automatically become a Member upon acquisition of fee simple title to any Unit, by filing a deed in the Public Records of Indian River County. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time Membership, with respect to the Unit conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of property subject to the Declaration. No person or entity holding an interest of any type or nature whatsoever in a Unit only as security for the performance of an obligation, shall be a member of the Association.

Section 2.2 Place of Meetings. Meetings of the Association shall be held in Indian River County or at such suitable place convenient to the Members as may be designated by the Board, either within the Property or as convenient thereto as possible and practical.

Section 2.3 Annual Meetings. Annual meetings of the Association 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. However, the failure to hold an annual meeting within the required time frame shall not serve to invalidate actions of the Association, or the Board. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the Members.

Section 2.4 Special Meetings. The President may call special meetings in his or her discretion, but shall be required to do so: (i) if so directed by resolution of a majority of a quorum of the Board; or (ii) upon receipt of a petition signed by Members representing at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose(s) therefor. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.5 Notice of Meetings. Notice of a meeting of Members shall state the time, place, date, and the purpose(s) for which the meeting is called. The notice shall include an agenda. The notice of any Members' meeting shall be provided to every Member by one of the following methods: (1) mailed postpaid and correctly addressed to the Member's address shown in the current records of the Association, or (2) be hand delivered to the Member who must in that event sign a receipt, or (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the Member has consented in writing to receive notice. Each Member bears the responsibility of notifying the Association of any change of address. Consent by a Member to receive notice by electronic transmission shall be revocable by the Member by written notice to the Association. The mailing, delivering or electronic transmission of the notice shall be affected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Notice must also be posted conspicuously and continuously at the Community property for not less than 14 days before the meeting. Proof of notice shall be given by affidavit of the person giving notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address as it appears on the records of the Association, with postage thereon prepaid.

Section 2.6 Waiver of Notice. Waiver of notice of a meeting shall be deemed the equivalent of proper notice. Members may, in writing, waive notice of any meeting either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to the calling or convening of the meeting for which proper notice was not given is raised before the business is put to a vote.

Section 2.7 Adjournment of Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present 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.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any such action taken is approved by at least a majority of voting interests required to constitute a quorum.

Section 2.8 Voting. Matters on which Members are entitled to vote shall be determined by a majority of votes cast unless otherwise provided in the Declaration, the Articles, these By-Laws, or by applicable law. Each Member shall be entitled to one (1) equal vote for each Unit owned by such Member, as to matters on which Members are entitled to vote. The total number of votes ("voting interests") is equal to the total number of Units. The vote of a Unit is not divisible. The right of a Member to vote may be suspended by the Association for the nonpayment of regular annual assessments that are delinquent in excess of 90 days. The following persons shall be authorized to cast a vote on behalf of a Unit depending on the specified ownership interests:

(a) If a Unit is owned by one natural person, that person has the right to cast a vote on behalf of the Unit.

(b) If a Unit is owned jointly by two or more persons, any of the record owners may cast a vote on behalf of the Unit.

(c) If a Unit is subject to a life estate, any of the life tenants may cast a vote on behalf of the Unit, or the holder(s) of the remainder interest may cast the vote.

(d) If the owner of a Unit is a corporation, any officer of the corporation may cast the vote on behalf of the Unit.

(e) If a Unit is owned by a partnership, any general partner may cast the vote on behalf of the Unit.

(f) If a limited liability company owns a Unit, any authorized agent may cast the vote on behalf of the Unit.

(g) If a Unit is owned by a trust, the vote for the Unit may be cast by any trustee of the trust, or by any grantor or beneficiary of the trust.

In a situation where there are two or more persons authorized to cast a vote on behalf of a Unit, it shall be presumed that the person casting the vote has the consent of all such persons. In the event the persons who are authorized to vote on behalf of a Unit

do not agree among themselves how their one vote shall be cast, and which disagreement is provided to the Association in writing, the vote shall not be counted.

Any statement by an Owner of a Unit that he or she is entitled to cast the vote for that Unit shall be accepted by the Association in the absence of any other person to such entitlement.

Section 2.8.1. Electronic Voting Notwithstanding anything herein these By-Laws to the contrary, the Association may conduct elections and other membership votes through an internet-based online voting system if a member consents, in writing, to online voting and so long as said online voting system complies with all statutory requirements, as amended from time to time, including, but not limited to Section 720.317, Florida Statutes.

Section 2.9 Proxies and Absentee Ballots. Members shall not vote by proxy and proxies shall not be counted in establishing a quorum. Members may vote in person or by absentee or mail-in ballot or, if applicable, by written consent in lieu of a meeting. The absentee or mail-in ballot procedure shall be the same as set forth in Article III of these By-Laws for the election of Directors excluding the nominating procedure which only applies to the election of Directors. Absentee or mail-in ballots properly submitted shall count towards establishing a quorum.

Section 2.10 Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by absentee or mail-in ballot of Members representing thirty percent (30%) of the total votes of the Association shall constitute a quorum at all meetings of the Association.

Section 2.11 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 2.12 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) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a Member or a director);
- (c) Calling of the roll and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the owners represented in person and by absentee or mail-in ballot;
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;

- (f) Reports of officers;
- (g) Reports of committees;

(h) Call for nominations for directors, call for final balloting on election of directors and close of balloting;

(i) Appointment of inspectors of election;

(j) Election of directors;

(k) Unfinished business;

(l) New business;

(m) Adjournment.

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

Section 2.13 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept available for inspection by Unit Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting must be reduced to written form within sixty (60) days after the meeting date.

Section 2.14 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, provided the Association mails or delivers a letter or similar communication to each owner that explains the proposed action. The communication shall include a form of consent to permit each owner to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the Members 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 a quorum of Members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the Members at a meeting of the Members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, written notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

Article III  
Board of directors; Powers, Meetings

Section 3.1 Number, Tenure and Qualifications. The number of Directors which shall constitute the whole Board of Directors shall be seven (7). Directors shall be elected for one (1) year terms and until his/her successor is duly elected and qualified. Directors shall be elected by the Members as described in Section 3.3 below, or in the case of a vacancy, as provided in 3.4 below.

Section 3.2 Qualifications. Every director must be at least 18 years of age and a person that is eligible to cast a vote on behalf of a Unit as set forth in Section 2.8 of these By-Laws, or a spouse of an eligible voter.

Section 3.3 Election of Directors. The following procedures shall apply to the election of directors:

a. Election of Directors shall be held at the Annual Meeting. The members of the Board of Directors shall be elected by written ballot, which may be cast in person or by absentee or mail-in ballot as provided herein.

b. Nomination of Directors. Nominations for election to the Board shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and three (3) or more Members of the Association, who shall not be members of the Board. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting and shall serve until their successors are appointed. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled by vote of the membership. Nominations shall also be permitted from the floor including, without limitation, Members nominating themselves from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

c. Elections shall be decided by a plurality of those ballots cast. A quorum for the purpose of having an election of one or more members of the Board of Directors shall be established by Members representing at least twenty percent (20%) of all the eligible votes in the Association.

d. In the event there are the same number of candidates as vacancies to be filled an election shall not be necessary and such candidates shall be deemed elected at the Annual Meeting or other election meeting. In respect to each vacancy, Members may cast his/her vote for each or fewer than as many candidates as vacancies being filled. Cumulative voting is prohibited. Only one (1) ballot per Unit may be cast in any election.

e. Ballots may be cast in person or by absentee or mail-in ballot, as provided herein. At the Annual Meeting, the ballots shall be turned over to an election

committee which shall consist of not less than three (3) members appointed by the Board of Directors. The election committee shall not consist of any candidates, nor the spouse, child, sibling or parent of any candidate, nor shall any officer or Director (or the spouse of an officer or Director) serve on the election committee. The election committee shall count the ballots.

f. There shall not be any communication by the Board of Directors which endorses, disapproves, or otherwise comments on any candidate. The ballot shall not indicate which candidates are incumbents on the Board. Accompanying the notice of the Annual Meeting or other election meeting shall be a written ballot listing all candidates who have been nominated by the Nominating Committee in alphabetical order by surname unless a person has withdrawn his or her candidacy in writing prior to the mailing or delivery of the ballots. The ballot shall also contain blank spaces for write-in candidates, provided that any write-in candidate is nominated from the floor at the meeting in order for any votes for such candidate to count. Accompanying the notice and ballot shall be an outer envelope addressed to the Association, and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name or names of the Unit Owner(s) of the Unit and the address of such Unit, and shall contain a signature space for an authorized voter for the Unit. The completed ballot shall be placed in the inner smaller envelope. The inner envelope shall be placed within the outer larger envelope which shall be sealed. An authorized voter for the Unit shall sign the exterior of the outer envelope in the space provided for such signature. The envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed. Additional ballots shall be available at the meeting for voters who have not cast their votes. These ballots shall also be placed in an inner and outer envelope in the manner described above and the outer envelope must be signed by an authorized voter for the Unit. At the election meeting, the signature and Unit identification on the outer envelope shall be checked against a list of Members of the Association and authorized voters by the election committee. Any exterior envelope not signed by an authorized voter shall be marked "disregarded" or with words of similar import and any ballot contained therein shall not be counted. The voters shall be checked off on the list as having voted. Then, subsequent to the commencement of the meeting and in the presence of any Unit Owners in attendance, all inner envelopes shall be removed from the outer envelopes and placed in a receptacle. Upon the commencement of the opening of the outer envelopes, the polls shall be closed, and no more ballots shall be accepted. The inner envelopes shall then be opened and the ballots removed and counted by the election committee in the presence of any Unit Owners in attendance. Any inner envelope containing more than one ballot shall be marked "disregarded", or with words of similar import, and any ballots contained therein shall not be counted. If an Owner owns two (2) or more Units, such Owner shall submit separate ballots for each Unit in the manner described above, with each ballot being placed in separate inner and outer envelopes.

g. If two or more candidates receive the same number of votes, then the Association shall conduct a runoff election in accordance with the following procedure. Within seven (7) days of the date of the election at which the tie vote occurred, the Board shall mail or deliver to the Unit Owners a Notice of Runoff Election.



The only candidates eligible for the runoff election are the candidates who received the tie vote at the previous election. The notice shall inform the voters of the date scheduled for the runoff election to occur and shall include a ballot conforming to the requirements of this Article. The runoff election must be held not less than fourteen (14) nor more than thirty (30) days after the date of the election at which the tie vote occurred.

Section 3.4 Vacancies on the Board. If the office of any director becomes vacant for any reason prior to the expiration of the term of office, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

(a) If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.

(b) If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled by the Members in the agreements used to recall the Board Members, or by vote at the recall meeting, as applicable, unless otherwise provided by law.

For purposes of the foregoing provisions, in order to establish a quorum at the Board of Director's meeting held to appoint a replacement Member to the Board, it shall be necessary only for a majority of the remaining directors to attend the meeting, either in person or by telephone conference participation.

Section 3.5 Removal of Directors. Any or all directors, may be removed with or without cause by a majority vote of the entire voting interests, either by written agreement or at any meeting called for that purpose. The question shall be determined separately as to each director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. All recall proceedings shall be in accordance with the provisions of Section 720.303(10), Florida Statutes (2004), as amended from time to time.

Section 3.6 Organizational Meeting. The organizational meeting of newly-elected directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors. Notice of the organizational meeting shall be posted at the designated location on the Association property at least 48 continuous hours in advance of the meeting.

Section 3.7 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as shall be determined by a majority of the directors. Except for meetings with the Association's attorney which are subject to the attorney-client privilege, or may otherwise be closed, as provided by law, meetings of the Board of Directors shall

be open to all Unit Owners. Conspicuous notice of such meetings shall be posted at a designated location in the Community at least forty-eight (48) continuous hours in advance for the attention of the Members of the Association, except in the event of an emergency. Conspicuous written notice of any meeting at which a special assessment, or at which rules regarding Unit use, will be considered, shall be provided to the Unit Owners via one of the methods set forth in Section 2.5 of these By-Laws and posted at a designated location in the Community not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.

Section 3.8 Special Meetings. Special meetings of the directors may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of two (2) directors. Special meetings of the Board of Directors shall be noticed and conducted in the same manner as provided herein for regular meetings. Unit Owners may petition for an item of business to be discussed at a Board meeting to the extent and so long as permitted by Section 720.303(2)(d), Florida Statutes, as amended from time to time.

Section 3.9 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to Board Members in person, by telephone or one of the methods set forth in Section 2.5 of these By-Laws which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. 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, except when 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.

Section 3.10 Quorum. Except as provided in Section 3.4 hereof, 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 in person or telephonically (provided a speaker phone is utilized such that the Director(s) attending telephonically and all Directors and members of the Association attending in person can hear and speak to each other) at a meeting at which a quorum is established 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 By-Laws. Directors may not vote by proxy. Directors may vote by secret ballot for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes for all votes taken by the Board.

Section 3.11 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.

Section 3.12 Joinder in Meeting by Approval of Minutes. A Member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the Member did not attend, but such action may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

Section 3.13 Presiding Officer. The presiding officer at the directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.

Section 3.14 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) Report of officers and committees;
- (d) Unfinished business;
- (e) New business;
- (f) Adjournment.

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

Section 3.15 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, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 3.16 Powers and Duties.

Section 3.16.1 Powers. The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not reserved exclusively to the membership generally by law or the Declaration, Articles or these By-Laws.

In addition to the duties imposed by the Articles, by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

(a) preparing and adopting annual budgets at least thirty (30) days prior to the end of the Association's fiscal year setting forth the Common Expenses;

(b) making Assessments to pay the Common Expenses, establishing the means and methods of collecting such Assessments, and establishing a period for installment payments of Assessments;

(c) collecting the Assessments and depositing the proceeds thereof in a federally insured depository and/or in depository(ies) secured by a bond naming the Association as beneficiary approved by the Board of Directors;

(d) providing for the operation, care, upkeep and maintenance of all of the Common Area;

(e) designating, hiring and dismissing any manager or any other personnel necessary for the operation of the Association, and the maintenance, operation, repair and replacement of the Association Property and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(f) making and amending rules and regulations for the purposes set forth in Section 7.19 of these Bylaws;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Association Property and Common Areas in accordance with the other provisions of the Declaration and these By-laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Articles, the Declaration, these By-Laws, and any rules and regulations, and bringing and defending any proceedings which may be instituted on behalf or against the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available, at a reasonable copy charge to the extent permitted by law, to any prospective purchaser of a Unit, any Owner of a Unit, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on an Unit, current copies of the Declaration, the Articles, these By-Laws, rules and regulations, and all other books, records, and financial statements of the Association;

(n) granting licenses to utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operations of the Property,

(o) purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee;

(p) contracting for the maintenance of the Community, and management services. All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding ten (10%) percent of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape architects), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid; and

(q) exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.

Section 3.16.2. Manager. The Board may employ for the Association professional management (the "Manager"), at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the Manager, subject to the Board's supervision, all of the powers granted to the Board by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), (i) and (n) of Subsection 3.16.1.

Section 3.16.3 Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no material benefit shall be accepted by the Manager from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finders fees, service fees, prizes, gifts, or otherwise, and anything of value so received shall be the property of the Association, except as otherwise approved by the Board, provided nothing herein shall prohibit the Manager from earning commissions for services performed by the Manager in leasing Units on behalf of the Owners of such Units, but all such actions shall be in compliance with applicable laws, ordinances and regulations;

(e) any financial or other interest which the Manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and

(f) financial reports shall be prepared for the Association at least annually in conformance with the requirements of Chapter 720, Florida Statutes, as renumbered or amended from time to time and shall contain, at a minimum:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements, by classification, for the preceding period if necessary;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period, which shows the beginning and ending cash balance of the Association; and

(v) a delinquency reporting listing all Owners who are delinquent in paying the quarterly or other periodic installments of assessments and describing the status of any action to collect such installments which remain delinquent. A regular installment of an assessment shall be considered to be delinquent if payment is not received on the date it is due.

The annual financial report shall be prepared within sixty (60) days after the close of the fiscal year, or such greater period after the close of the fiscal year as permitted by law, and said report shall be mailed to each Member or each Member shall receive notice that the report is available, within the time limits set forth below for inspection of Association records and books. Such annual report shall be prepared on an audited basis, by an independent certified public accountant.

Section 3.17 Borrowing. The Board shall have the power to borrow money for the purpose of maintenance, repair or restoration of Association Property and Common Area without the approval of the membership. The Board shall also have the power to borrow money for other purposes, provided the Board shall obtain membership approval in the event that the proposed borrowing is for the purpose of modifying, improving or adding amenities and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for the fiscal year in which such borrowing occurs. Notwithstanding anything to the contrary contained in the Declaration, these By-Laws or the Articles, unless otherwise provided by applicable law, the Association (through Board resolution) may pledge personal property (including assessments and reserve funds and collection and lien rights) as security for a loan, however, no mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of a majority of all voting interests.

Section 3.18 Rights of the Association. In accordance with the Articles and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions with respect to the Common Area. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, and other owners or residents associations, both within and without the Property. Such agreements shall require the consent of at least a majority of the directors.

Section 3.19 Enforcement. The Board shall have the power to impose reasonable fines not to exceed One Hundred Dollars (\$100.00) per violation and a fine may be levied on the basis of each day of a continuing violation (subject to the provisions of Section 3.19(b) herein concerning continuing violations), or such greater amount allowed by law from time to time, and to suspend a Member's right to use the Common Areas for a reasonable period for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations. Such fine(s) and suspension(s) may be imposed against a Member or a Member's tenants, guests or invitees, or both. No fine shall constitute a lien upon the Unit(s) of the violating Owner unless permitted by applicable law as amended from time to time. In the event that any occupant of a Unit other than an Owner violates the Declaration, By-Laws or rules and regulations and a fine is imposed, if the fine is not paid within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Articles or By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction or fine hereunder, except for any sanction imposed because of the violator's failure to pay Assessments or other charges when due, the Board or its delegate shall serve the alleged violator with written notice stating (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request for a hearing before a Committee designated by the Board; and (iv) that the Committee shall meet without further notice to determine whether to impose the fine and/or suspension if a request for a hearing is not timely received.

(b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held before a committee of at least three members, appointed by the Board, who are not officers, directors, or employees of the Association, or the spouse, child, parent or sibling of an officer, director or employee. If the committee does not approve the proposed fine or sanction, it may not be imposed. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board or its applicable Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Such suspension shall not constitute a waiver of the right to sanction further violations of the same or other provisions and rules by any Person. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, and such fine shall continue to accrue on a per diem basis up to Two-Thousand Dollars (\$2,000.00) unless the Board and the Committee approve a greater amount. In any action to recover a fine, the prevailing party shall be entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking and traffic rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above or by an action of eviction against any occupant of a Unit other than the Owner. In any such action, to the maximum extent permissible, the Owner and occupant responsible for the violation of which abatement is sought shall pay all costs, including attorney's fees, paralegal and law clerk fees and costs actually incurred.



(d) Non-Payment of Assessments. Notwithstanding the foregoing, the Board shall be authorized to levy late charges for non-payment of annual, special or individual assessments, in addition to any interest or costs of collection related thereto, in an amount determined by the Board of Directors from time to time, up to the maximum amount allowed by law, as amended from time to time, and to suspend a Member's, or the Members' tenants', guests' or invitees' rights to use the Common Areas for any period during which any assessment remains unpaid, provided such suspension shall not impair the right to have vehicular and pedestrian ingress to and egress from the Member's Unit, without the necessity of complying with the notice and hearing procedure set forth above.

(e) Enforcement Costs. The Board shall be entitled to collect from the offending party reasonable attorney's fees and other fees and costs of any action or proceeding under this Section to enforce any provision of the Declaration, the Articles, these By-Laws or the rules and regulations of the Association.

Section 3.20 Emergency Board Powers. In the event of any "emergency" as defined below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2004), and Section 617.0303, Florida Statutes (2004), as amended from time to time.

(a) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(c) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

(e) The Board may use reserve funds to meet Association needs.

(f) Any officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(g) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(h) For purposes of this Section only, an “emergency” exists only during a period of time that the Property, or the immediate geographic area in which the Property is located, is subjected to:

(1) a state of emergency declared by local civil or law enforcement authorities;

(2) a hurricane warning;

(3) a partial or complete evacuation order;

(4) federal or state “disaster area” status;

(5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Community, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,

(6) an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Owners, the Community, or Association Property.

(i) Additional Board Authority. In addition to Board authority granted by law and the Governing Documents, the Board shall have the following power and authority to declare any portion of the Common Area unavailable for occupation by owners, tenants, or guests after a casualty, including during the rebuilding process. Such decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association, owners, tenants, or guests.

#### Article IV Officers

Section 4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, the President and Vice President to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Vice Presidents, Assistant Secretaries, or Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 4.2 Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board at the first meeting of the Board

following each annual meeting of the Members, as herein set forth. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

Section 4.3 Removal. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby.

Section 4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective officers, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 4.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board, provided, however, that checks may be signed by any officer authorized by the Board of Directors or such other person or persons authorized by the Board from time to time.

Section 4.7 Compensation. Neither directors or officers shall receive compensation for their services as such, provided, however, the Board of Directors may hire a director or officer as an employee of the Association, and may contract with a director or officer for management or any other compensable service, in their reasonable business discretion.

## Article V Committees

Section 5.1 General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each Committee shall operate in accordance with the terms of the resolutions of the Board appointing the Committee or with rules adopted by the Board.

Section 5.2 Covenants Committee. In addition to any other Committees which may be established by the Board pursuant to this Article, the Board shall appoint a Committee (the "Covenants Committee") consisting of at least three (3) and no more than

seven (7) Members who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of any such officer, director or employee, which shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to these By-Laws.

Section 5.3 Executive Committee: Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more Members of the Board of Directors. 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 Association 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 power (a) to determine the Common Expenses required for the affairs of the Association, (b) to determine the assessments payable by the Unit Owners to meet the Common Expenses, (c) to adopt or amend any rules and regulations governing the details of the operation and use of the Units or Common Areas, (d) to fill vacancies on the Board of Directors or (e) to borrow money.

Any Committee authorized to take final action on behalf of the Board regarding (1) the approval or disapproval of architectural decisions or (2) the authorization of expenditures of Association funds, shall conduct their affairs in the same manner as provided in these By-Laws for Board of Director meetings. All other Committees may meet and conduct their affairs in private without prior notice or owner participation unless otherwise provided by applicable law as amended from time to time. Notwithstanding any other law or documentary provision, the requirement that Committee meetings be open to the Unit Owners is inapplicable to meetings between a Committee and the Association's attorney which is subject to the attorney-client privilege, as provided by law.

Article VI  
Transactions in Which the  
Directors or Officers are Interested

No contract or transaction between the Association and one or more of its Members, directors or officers, or between the Association and any other entity in which any of the officers, directors or Members of the Association has any interest, shall be valid, void or voidable solely for this reason, or solely because such interested person is present at or participates in meetings of the Board or any Committee thereof which authorized the contract or transaction, or solely because the votes of such interested person(s) are counted for such person. No director, officer or Member of the Association shall incur liability by reason of the fact that the director, officer or Member may be interested in any such contract or transaction.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a Committee which authorized the contract or transaction.

Article VII  
Miscellaneous

Section 7.1 Fiscal Year. The fiscal year of the Association shall begin on October 1<sup>st</sup> each year and end on September 30<sup>th</sup> of the following year, unless otherwise set by resolution of the Board.

Section 7.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with applicable law, the Articles, the Declaration, or these By-Laws.

Section 7.3 Conflicts. If there are conflicts between the mandatory provisions of applicable law, the Articles, the Declaration and these By-Laws, the provisions of applicable law, the Declaration, the Articles, and the By-Laws (in that order) shall prevail.

Section 7.4 Official Records. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair or replace.
- (b) A copy of the By-Laws of the Association and of each amendment thereto.
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto.
- (d) A copy of the Declaration of Covenants, Conditions and Restrictions and of each amendment thereto.
- (e) A copy of all Rules and Regulations of the Association.
- (f) The minutes of all meetings of the Board of Directors and the Members, which minutes must be retained for at least 7 years.
- (g) A current roster of all Members and their mailing addresses and parcel identifications.
- (h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.
- (i) A current copy of all contracts to which the association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by

the Association for work to be performed must also be considered official records and must be kept for a period of 1 year.

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of 7 years. The financial and accounting records must include:

1. Accurate, itemized, and detailed records of all receipts and expenditures.

2. A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay Assessments, the due date and amounts of each Assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

3. All tax returns, financial statements, and financial reports of the Association.

4. Any other records that identify, measure, record or communicate financial information.

(k) Any other item required to be kept or maintained among the official records of the Association by applicable law.

#### Section 7.5 Inspection of Official Records.

(a) Inspection by Members. The official records shall be maintained within the state and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. This subsection may be complied with by having a copy of the official records available for inspection or copying in the Community.

(b) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 7.6 Minutes. Minutes of all of the meetings of the Members and of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

Section 7.7 Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

(b) if to the Association, the Board of Directors, or the Manager, at the principal office of the Association or the Manager, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 7.8 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of Members with seventy-five percent (75%) of the total votes. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments, (c) proceedings involving challenges to ad valorem taxation, (d) actions against any party other than the Developer or (e) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended without the Developer's consent. In the event any claim is made against the Developer or any litigation is instituted against the Developer, the Association shall specifically assess all Members other than the Developer, for the costs of such claims or litigation, including without limitation attorney's fees incurred, and funds from regular assessments shall not be used for any such claim or litigation. The prevailing party shall be entitled to recover as part of the award reasonable attorneys' fees and related costs, fees or expenses of such claim or litigation. In the event the Developer is the prevailing party, the Association shall specially assess all Owners other than the Developer for the Developer's costs for any such claim or litigation, and funds from regular assessments shall not be used for this purpose.

Section 7.9 Amendment. These By-Laws may be amended only by the affirmative vote of directors representing two-thirds (2/3) of the total votes of the Board. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to that Mortgagee herein, without the prior written consent of such Mortgagee.

Section 7.10 Statutory Requirements. These By-Laws and the powers and duties of the Association, the Board and the Members shall be subject to the mandatory provisions of Florida Statute Chapter 720, as amended, and such other laws hereafter

enacted to govern or regulate homeowners associations, provided, however, that these By-Laws shall prevail when any such law or statute permits the By-Laws of an association to supersede the statutory provision.

Section 7.11 Severability. If any provision of these By-Laws is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of these By-Laws shall not be invalidated thereby and shall be given full force and effect so far as possible.

Section 7.12 Budget. The Board of Directors shall adopt a budget of Common Expense for the Association and Community. The assessment is payable quarterly, unless the Board resolves to permit monthly payments. The Board of Directors shall post notice of the budget meeting, and after adoption of the budget, shall provide a copy of the budget to each Unit Owner or written notice by mail, delivery or electronic transmission advising that a copy of the budget shall be provided upon request at no cost to the Member.

Section 7.13 Reserves. Board may establish one or more reserve accounts in the operating budget for contingencies, operating expenses, repairs, capital improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.

Section 7.14 Special Assessments. Special assessments may be approved by the Board of Directors at a Board meeting for which notice is provided pursuant to Section 2.5 of these By-Laws. All special assessments shall be secured by a lien in the same manner as regular annual assessments per the Declaration.

Section 7.15 Fidelity Bonds. The President, Vice-President, Secretary and Treasurer, and all other persons who are authorized to sign checks, or have access to or control of Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premium on such bonds is a Common Expense.

Section 7.16 Roster of Unit Owners. Each Unit Owner shall, within thirty (30) days of taking title, file with the Association a copy of the recorded deed or other recorded document showing his ownership. The Association shall maintain such information and 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 ownership interest and shall waive in writing notice of such meeting.



Section 7.17 Indemnity. The Association shall indemnify any officer, director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors, and committee members as permitted by Florida law.

Section 7.17.1 Defense. To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.17 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

Section 7.17.2 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of a request from the officer, director or committee member, provided such director, officer or committee member shall repay such amount if it shall ultimately be determined by the Board or a court of competent jurisdiction that he is not entitled to be indemnified by the Association as authorized by this Section 7.17.

Section 7.17.3 Miscellaneous. The indemnification provided by this Section 7.17 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

Section 7.17.4 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, or agent of the Association, or a director, officer,

employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 7.18 Delegation. To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.

Section 7.19 Rules and Regulations. The Board of Directors may, from time to time, adopt, amend or add to rules and regulations governing the use of Common Areas and the Units, the operation of the Association, and architectural standards to the extent permitted by the Declaration.

Section 7.20 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.

Section 7.21 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.

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