

EXHIBIT "E"

BY-LAWS

OF

SEA COAST MANAGEMENT, INC.

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

1. NAME

The name of this Association shall be SEA COAST MANAGEMENT, INC.

a) These By-Laws shall, subject to the provisions of the Articles of Incorporation and the provisions of the Declaration of Condominium, govern the conduct, management and affairs of this Association. All persons becoming members of the Association and those dealing with the Association shall be bound by the provisions hereof, as well as the provisions of the Articles of Incorporation and the Declaration of Condominium.

2. MEMBERSHIP, QUORUM, VOTING, PROXIES

a) The qualification of members, and the method of their voting, etc., shall be as follows:

1. Until the recordation of the Declaration of Condominium, the Membership of the corporation shall be comprised of the subscribers to the Articles, or their assigns, each of which Subscribers, or his assigns, shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.
2. After the filing of a Declaration of Condominium, the owners of all Private Dwellings in the Condominium shall be members of the Corporation, and no other persons or entities shall be entitled to membership.
3. Membership in the Corporation shall be established by the acquisition of fee title to a Private Dwelling in the Condominium, whether by conveyance, devise, judicial decree or otherwise, and membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee interest in any Private Dwelling, except that nothing herein contained shall be construed as terminating the membership of any party who may own a fee ownership in two or more Private Dwellings, so long as such party shall retain title to a fee ownership interest in any Private Dwelling.
4. The interest of a member in the fund and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Private Dwelling. The funds and assets of the Corporation shall be held or used for the benefit of the Membership.
5. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each Private

Dwelling in the Condominium. Should any member own more than one Private Dwelling, such member shall be entitled to exercise or cast as many votes as he owns Private Dwellings.

b) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, whether done before or after such meeting, shall constitute the presence of such person for the purpose of determining a quorum.

c) The vote of the owners of a Private Dwelling owned by more than one person, firm, corporation or other entity shall be the person named in a Certificate signed by all of the owners of the Private Dwelling and filed with the Secretary of the Association, and such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purposes.

d) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

e) Approval or disapproval of a Private Dwelling Owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

f) Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Private Dwellings represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETING OF MEMBERSHIP

a) The Annual Members' Meeting shall be held at the office of the Association at 7:30 o'clock P. M., local time, on the first Wednesday in September of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Wednesday.

b) Special Members' Meeting 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 of the Association owing a majority in absence of said Officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than Ten (10) days nor more than Sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented per-

sonally, receipt of such notice shall be given by the member, indicating the date on which such notice was received by him or, in lieu thereof, proof of delivery of such notice may be made by written Affidavit of the person making such delivery. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mails addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the members who are present either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

d) The order of business at Annual Members' Meetings, and, as far as practical, at any other members' meeting shall be:

- i) Election of Chairman of the meeting
- ii) Calling of the roll and certifying of proxies
- iii) Proof of notice of meeting or waiver of notice
- iv) Reading and disposal of any unapproved minutes
- v) Reports of Officers
- vi) Reports of Committees
- vii) Election of Inspectors of Election
- viii) Election of Directors
- ix) Unfinished Business
- x) New Business
- xi) Adjournment

4. BOARD OF DIRECTORS

a) The first Board of Directors of the Association shall consist of three persons. The number of Directors shall be established by the Board of Directors from time to time.

b) Election of Directors shall be conducted in the following manner:

- i) The members of the Board of Directors shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the Association and shall serve for a term of one year until the next Annual Meeting of members.

- ii) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, the successor Director to fill the vacated Directorship for the unexpired term thereof.
 - iii) In the election of Directors, each member shall be entitled to cast one vote for each Director to be elected, but voting for Directors shall be non-cumulative.
- c) The organization meeting of the newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary provided a quorum shall be present.
- d) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting unless notice is waived.
- e) Special meeting of the Board of Directors may be called by the President, and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.
- f) Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.
- g) A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.
- h) The presiding Officer of Directors' meetings shall be the Chairman of the Board, if such an Officer has been elected; and if none, then the President shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.

i) Directors' fees, if any, shall be determined by the members.

j) All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these By-Laws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

- i) To make, levy and collect assessments against members and members' Private Dwellings to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;
- ii) The maintenance, repair, replacement, operation and management of the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members;
- iii) The reconstruction of improvements after casualty, and the further improvement of the property, real and personal;
- iv) To make and amend regulations governing the use of the property, real and personal, in the Condominium, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium and By-Laws.
- v) To approve or disapprove proposed purchasers and lessees of Private Dwellings in the manner specified in the Declaration of Condominium;
- vi) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Private Dwellings in the Condominium, as may be necessary or convenient in the operation and management of the Condominium; and in accomplishing the purposes set forth in the Declaration of Condominium;
- vii) To contract for the management of the Condominium and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association;
- viii) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and the regulations hereinafter promulgated governing use of the Condominium property;
- ix) To pay all taxes and assessments which are liens against any part of the Condominium other than Private Dwellings and the appurtenances thereto, and to assess the same against the members and their respective Private Dwellings subject

to such liens;

- x) To carry casualty, liability, workmen's compensation and such other insurance as may be deemed necessary for the protection of the members and the Association;
- xi) To pay all costs of power, gas, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Private Dwellings; and
- xii) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association;
- xiii) The Condominium Association may acquire and enter into agreements from time to time whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities including, but not limited to country clubs, golf courses, marinas and other recreational facilities whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses together with all other expenses and costs herein or by law defined as common expenses.

5. OFFICERS

a) 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, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time 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.

b) The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Assoc-

iation, including, but not limited, to the power to appoint committees from among the members from time to time, as he may, in his discretion, determine appropriate, to assist in the conduct of the affairs of the Association.

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

d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same 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 President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

e) The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; 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.

f) The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the Condominium.

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:

a) The Association shall operate on a calendar year.

b) The assessment roll shall be maintained in a set of accounting books which there shall be an account for each Private Dwelling. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

c) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to the following items:

i) Common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of Common Property and Limited Common Property, recreational areas, landscaping, street and walkways, office expense, utility services, insurance, administration and reserves (operating and replacement); and

ii) Proposed assessments against each member.

Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

e) An audit of the accounts of the Association shall be made as required and ordered by the Board of Directors.

f) Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premium on such bonds shall be paid by the Association.

7. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

8. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

a) Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by members of the Association owning a majority of the Private Dwellings in the Condominium, whether meeting as members or by instrument in writing signed by them.

b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment, or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt

by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.

c) In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than three-fourths of the Private Dwellings in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of the county in which the property is located within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

d) At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

9. MISCELLEANOUS PROVISIONS

A. Private Dwellings for Residential Use Only. Each Private Dwelling is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees.

B. Rules and Regulations for Use of Common Property. The use of Common Property by the owner or owners of all Private Dwellings, and all other parties authorized to use the same, and use of Limited Common Property by the owner or owners entitled to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Association. Rules and regulations governing the use of the Common Property may be promulgated by the Board of Directors of the Association from time to time.

C. Premises to be Used for Lawful Purposes Only. No immoral, improper, offensive or unlawful use shall be made of any Private Dwellings, or of the common property, or of the Limited Common Property, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No owner of any Private Dwelling shall permit or suffer anything to be done or kept in his Private Dwelling, or on the Common Property, or on the Limited Common Property, which will increase the rate of insurance on the Condominium, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a Private Dwelling, or which interferes with the peaceful possession and proper use of any other Private Dwelling, or the Common Property, or the Limited Common Property.

D. Emergency Entry into Private Dwellings. In case of any emergency originating in or threatening any Private Dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association or any other person authorized by it or the building superintendent or Managing Agent, shall have the right to enter such Private Dwelling for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each Private Dwelling if required by the Association, shall deposit under the control of the Association a key to such Private Dwelling.

E. Right of Entry for Maintenance of Common Property. Whenever it is necessary to enter any Private Dwelling for the purpose of performing any maintenance, alteration or repair to any portion of the Common Property, or to go upon any Limited Common Property for such purpose, the owner of each Private Dwelling shall permit other owners or their representatives, or the duly constituted and authorized agent of Association, to enter such Private Dwelling, or to go upon the Limited Common Property constituting an appurtenance to any such Private Dwelling, for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

F. Alterations of Private Dwellings. No owner of a Private Dwelling shall permit to be made any structural modifications or alterations in such Private Dwellings without first obtaining the written consent of Association, which consent may be withheld in the event that a majority of the Board of Directors of said corporation determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the building in part or in its entirety. If the Modification or alteration desired by the owner of any Private Dwelling involves the removal of any permanent interior partition, Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provisions of utility services constituting Common Property located therein. No owner shall cause any improvements or changes to be made on the exterior of the building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the building, or in any manner change the appearance of any portion of the building not within the walls of such Private Dwelling, without the written consent of the Association being first had and obtained.

G. Improvements to Common Property. The Association shall have the right to make or cause to be made such alterations or improvements to the Common Property which do not prejudice the rights of the owner of any Private Dwelling, provided the making of such alterations and improvements are approved by the Board of Directors of the Association, and the cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of Private Dwellings. However, where any alterations and improvements are exclusively or substantially exclusively for the

benefit of the owner or owners of a Private Dwelling or Private Dwellings requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the Private Dwelling or Private Dwellings exclusively or substantially exclusively benefitted, the assessment to be levied in such proportion as may be determined by the Board of Directors of the Association.

H. Maintenance and Repair by Owners of Private Dwellings. The Owner of each Private Dwelling must promptly correct any condition which, if left uncorrected, would adversely affect the apartment building or any part thereof belonging to another Private Dwelling owner. If the building or any other Private Dwelling owner should sustain damages because of another owner failing to correct the condition within his premises, such owner shall be liable and responsible for the damages and liability which his action or non-action occasioned. The owner of each Private Dwelling shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his Private Dwelling and which may now or hereafter be situated in his Private Dwelling. Such Owner shall further be responsible and liable for maintenance, repair and replacement of any and all wall, ceiling and floor exterior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his Private Dwelling. Wherever the maintenance, repair and replacement of any items for which the owner of a Private Dwelling is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such Private Dwelling shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

I. Maintenance of Common Property. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the Common Property and Limited Common Property, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the Common Property and the Limited Common Property for the furnishing of utility services to the Private Dwellings and said Common Property and Limited Common Property, and should any incidental damage be caused to any Private Dwelling by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any Common Property, the said Association shall, at its expense, repair such incidental damage.

J. Liability for Loss-Insurance. Risk of loss of or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Property) which may be stored in any Private Dwelling, or in

to or upon Common Property or Limited Common Property, shall be borne by the owner of each such Private Dwelling. The owner of a Private Dwelling shall have no personal liability for any damages caused by the Association in connection with the use of the Common Property or Limited Common Property. The owner of a Private Dwelling shall be liable for injuries or damages resulting from an accident in his own Private Dwelling, to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. The owner of each Private Dwelling may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owners Private Dwelling or upon the Common Property or Limited Common Property.

K. Insurance Coverage to be Maintained by Association. The Association will maintain and keep in full force and effect the following insurance:

1. Casualty insurance covering all of the Private Dwellings, Common Property and Limited Common Property against loss or damage by fire, wind-storm or other hazards covered by the standard Extended Coverage endorsement; and
2. Public liability and property damage insurance in such amounts and in such form as shall be determined by the Board of Directors; and
3. Workmen's Compensation Insurance, if needed to meet the requirements of law; and
4. Such other insurance as the Board of Directors may from time to time deem to be in the best interest of the Association and its members.

L. Transfer or Lease of Private Dwellings. The Association members are cognizant of the fact that the close proximity of the apartments and the mutual sharing of the Common Property and recreational areas can create social problems if the owners and occupants of the facilities are not compatible. With this knowledge and understanding, each party who purchased a Private Dwelling was screened and investigated to insure to the extent possible that he or they were of good character, habit and morals, and that they would be generally desirable as occupants, users and neighbors in a condominium apartment house project. It is the desire of the Association members that the same investigative and screening process be used and employed to keep and maintain these same basic standards with respect to the admission of new members or occupants of the condominium project. With this background and for these reasons, the within By-Law has been adopted by the Association; and, accordingly, no lease or sale of any Private Dwelling may be made except in compliance with the provisions of this By-Law.

No lease or sale of any Private Dwelling shall be made, nor shall any such attempted lease or sale be valid unless the Association's prior written approval of such lease, sale or transfer shall have been first obtained.

Completely apart and in addition to the Association's right to pass on and approve or disapprove of any such attempted lease

or transfer of any Private Dwelling, is the right of the Association hereby given and granted of first refusal to lease or purchase any Private Dwelling offered for lease or purchase by any member of the Association. Accordingly, no owner of a Private Dwelling shall lease or sell the same to any party without first giving the Association notice in writing of such lease or sale as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease or purchase said Private Dwelling on the same terms and conditions as those contained in any bona fide offer which the owner of such Private Dwelling may have received for the lease or purchase of his said Private Dwelling. Whenever the owner of any Private Dwelling has received a bona fide offer to lease or purchase his Private Dwelling and is desirous of accepting such bona fide offer, a bona fide offer being defined herein as an offer in writing, binding upon the offeror and containing all pertinent terms and conditions of such lease or sale, and accompanied by an earnest money deposit in the amount equal to at least 10% of the purchase price of the same is an offer for the purchase of such Private Dwelling, the owner of such Private Dwelling shall notify the Board of Directors of Association in writing by registered or certified mail sent to the Officers of said Corporation, or by personal delivery made to the President or Secretary of the said Association, of his desire to accept such offer for the lease or purchase of his Private Dwelling, stating the name, address, business, occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice. If Association is desirous of exercising its option to lease or purchase said Private Dwelling on the same terms and conditions as are contained in said bona fide offer, then Association shall notify the owner of said Private Dwelling desiring to lease or sell the same of the exercise by Association of its election to so lease or purchase said Private Dwelling, such notice to be in writing and sent by registered or certified mail to said owner within fourteen (14) days from receipt by Association of the owner's notice to said Corporation as hereinabove required, or said notice in writing may be personally delivered to said owner within said fourteen (14) day period. If Association has elected to lease or purchase such Private Dwelling, then, upon notifying the owner of such Private Dwelling of its election to lease or purchase said Private Dwelling, Association shall execute a lease or contract to purchase, and shall consummate such contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. If Association does not, within fourteen (14) days after notice to it from the owner, exercise its rights of first refusal herein granted, the owner may sell or lease the Private Dwelling to the proposed buyer or lessee, provided that the Association has approved of the buyer or lessee. If the Association has not approved the buyer or the lessee, the proposed lease or sale may not be completed. If the Association has given its approval, then the owner of said Private Dwelling shall not lease or sell said Private Dwelling to any party other than the party designated to the Board of Directors of Association in the aforescribed and required notice, nor for any lower rental or purchase price, nor on any more favorable terms and conditions than those originally contained in said bona fide offer presented to Association, without again giving Association the right of first refusal to lease or purchase such Private Dwelling in

the manner above provided.

If the Board of Directors of Association shall so elect, it may cause its right of first refusal to lease or purchase any Private Dwelling to be exercised in its name for itself or for a party approved by said Board of Directors, or said Board of Directors of Association may elect to cause Private Dwelling to be leased or purchased directly in the name of a party approved by it, which party shall enter into a lease or contract to purchase and consummate such contract to purchase said Private Dwelling in the same manner as would Association upon its exercise of said right of first refusal to lease or purchase such Private Dwelling. Whenever such right of first refusal granted to Association is to be exercised in the name of a party approved by Association, notice of such election as required herein shall be executed by Association and the party approved by the Board of Directors of said Corporation.

M. Limited Common Property. Upon his acquiring a leasehold or fee simple title interest in and to a Private Dwelling each owner shall be assigned to a parking space. The said parking space is designated as Limited Common Property. With respect to such Limited Common Property, the owner of the Private Dwelling being assigned the parking space shall have the exclusive right to use the same, and such exclusive right shall become an appurtenance to said private dwelling and shall be encumbered by or subject to any mortgage then or thereafter encumbering said Private Dwelling; and upon the conveyance or passing of title to the Private Dwelling to which the said Limited Property is appurtenant, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the Common Property appurtenant to such Private Dwelling passes. No conveyance, encumbrance or passing of title in any manner whatsoever to any exclusive right to use a parking space constituting Limited Common Property may be made or accomplished separately from the conveyance, encumbrance or passing of title to the Private Dwelling to which it is appurtenant, except that such exclusive right may be separately assigned, transferred or conveyed to the Association, provided that as a condition precedent to the conveyance, assignment or transfer to the Association of said exclusive right, the same shall be released from any mortgage, lien or encumbrance encumbering the Private Dwelling from which such appurtenance is being severed by conveyance, assignment or transfer. Whenever the Association shall become the owner of the exclusive right to use any parking space, the acquisition of which such exclusive right shall be by instrument executed with the formality of a deed, such exclusive right may be thereafter by instrument executed in such formality assigned by the Association to any Private Dwelling to the same force and effect as if originally assigned thereto by the Association. However, while the Association shall be the owner of the exclusive right to use any parking space, the same shall be treated by the Association just as though said parking space constituted a part of the Common Property instead of the Limited Common Property. No separate charge shall be made by the Association for the use of the parking space.

N. Assessments. Association is given the authority to administer the operation and management of the Condominium. To properly administer the operation and management of the

project, Association will incur, for the mutual benefit of all of the owners of Private Dwellings, costs and expenses which will be continuing or non-recurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "common expense". In furtherance of the grant of authority to Association to make levy and collect assessments to pay the costs of the common expense, the following provisions shall be operative and binding upon the owners of all Private Dwellings, to-wit:

- i) All assessments levied against the owners of Private Dwellings and said Private Dwellings shall be uniform and, unless specifically otherwise provided for in the Declaration of Condominium, the assessments made by Association shall be in such proportion that the amount of assessment levied against each owner of a Private Dwelling and his Private Dwelling shall bear the same ratio to the total assessment made against all owners of Private Dwellings and their Private Dwellings as does the undivided interest in Common Property appurtenant to each Private Dwelling bear to the total undivided interest in Common Property appurtenant to all Private Dwellings, without increase or diminution for the existence or lack of existence of any exclusive right to use a parking space constituting Limited Common Property which may be an appurtenance to any Private Dwelling. Should Association be the owner of any Private Dwelling or Private Dwellings, the assessment which would otherwise be due and payable to Association by the owner of such Private Dwelling or Private Dwellings, reduced by the amount of income which may be derived from the leasing of such Private Dwelling or Private Dwellings by Association, shall be apportioned and assessment therefor levied ratable among the owners of all Private Dwellings which are not owned by Association based upon their proportionate interests in the Common Property exclusive of the interests therein appurtenant to any Private Dwelling or Private Dwellings owned by Association.
- ii) The assessment levied against the owner of each Private Dwelling and his Private Dwelling shall be payable in such installments and at such times as may be determined by the Board of Directors of Association.
- iii) The payment of any assessment or installment thereof due to Association shall be in default if such assessment, or any installment thereof, is not paid unto Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to Association shall bear interest at the rate of 8% per annum until such delinquent assessment

or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

- v) No owner of a Private Dwelling may exempt himself from liability for any assessment levied against such owner and his Private Dwelling by waiver of the use or enjoyment of any of the Common Property, or by abandonment of the Private Dwelling, or in any other manner.

- vi) The Association is hereby granted a lien upon each Private Dwelling and its appurtenant undivided interest in Common Property and upon any exclusive right to use a parking space constituting Limited Common Property which may be an appurtenance to any such Private Dwelling, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each Private Dwelling, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by Association in enforcing this lien upon said Private Dwelling and its appurtenant undivided interest in the Common Property and Limited Common Property. In any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any Private Dwelling from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said Private Dwelling, without notice to the owner of such Private Dwelling. The rental required to be paid shall be equal to the rental charged on comparable type of dwelling units in Florida. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of 8% per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Private Dwelling, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to Association, and shall acquire such interest in any Private Dwelling expressly subject to such lien.

O. Rights of Mod Tec Development Corporation, hereinafter called "Developer". The Association has contracted for the construction of the apartment building and all improvements on the Association's property, with the contract price for such work being payable from the proceeds of sales of the Private Dwellings in the improved property.

Developer has the right to require the Association to convey and transfer to it at any time and all of the apartment units which have not theretofore been sold, transferred or conveyed to others. As to such unsold apartment units, Developer shall have the absolute and continuing right to lease, sublease and/or sell or cause to be leased, subleased and/or sold, any of such units to any person, firm or corporation upon any terms and conditions that it may desire and as to the lease, sublease or sale of any such apartments, the right of approval or of first refusal and any right of redemption which the Association may have by virtue of the provisions of these By-Laws, or by virtue of the provisions of the Articles of Incorporation of the Association or the Declaration of Condominium, shall not be operative in any manner. Further, so long as Developer has the right to acquire from the Association any apartments, it shall have the absolute right to designate, remove and replace at will one-half (1/2) of the members of the Board of Directors of the Association. None of such Directors need be a resident of the apartment building. Developer shall be responsible for the payment of any assessments which may be levied by the Association against the apartments which Developer owns or has the right to acquire.

P. Remedies in the Event of Default. The owner or owners of each Private Dwelling shall be governed by and shall comply with the provisions of the Declaration of Condominium, and the Articles of Incorporation and these By-Laws of Association, as any of the same are now constituted or as they may be amended from time to time. A default by the owners of any Private Dwelling shall entitle Association or the owner or owners of other Private Dwelling or Private Dwellings to the following relief:

- i) Failure to comply with any of the terms of the Declaration of Condominium or other restriction and regulations contained in the Articles of Incorporation or these By-Laws of Association, or which may be adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by Association or, if appropriate by an aggrieved owner of a Private Dwelling.
- ii) The owner or owners of each Private Dwelling shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Private Dwelling or its appurtenances. Nothing herein contained, however, shall be construed so as to modify and waiver by insurance companies of rights of subrogation.

- iii) In the event a lessee or sublessee occupying an apartment becomes in default (as the term has hereinabove been defined) the Association shall have the right to terminate such lease or sublease and the lessee's or sublessee's right of possession on five (5) days' written notice served on said lessee or sublessee. Notice shall be deemed to be perfected by leaving a copy thereof at the apartment of such lessee or sublessee. To expedite the recovery of possession of said premises by the Association, it may utilize, in addition to all other remedies, all summary proceedings available under the law.
- iv) In any proceeding arising because of an alleged default by the owner of any Private Dwelling, the Association, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the court, but in no event shall the owner of any Private Dwelling be entitled to such attorney's fees.
- v) The failure of Association or of the owner of a Private Dwelling to enforce any right, provision, covenant or condition which may be granted by the Declaration of Condominium or other above mentioned documents shall not constitute a waiver of the right of Association or of the owner of a Private Dwelling to enforce such right, provision, covenant or condition in the future.
- vi) All rights, remedies and privileges granted to Association or the owner or owners of a Private Dwelling pursuant to any terms, provisions, covenants or conditions of the Declaration of Condominium or other above-mentioned documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

Q. Parties Bound by By-Laws, etc. All present or future owners, tenants or any other person who might use the facilities of the apartment building in any manner are subject to the present and future provisions of the Declaration of Condominium, the Articles of Incorporation of the Association, these By-Laws or the Association's rules and regulations, and the mere acquisition or rental of any apartment unit or the mere act of occupancy of any such apartment unit shall be deemed as conclusive acceptance and ratification of the provisions herein mentioned.

R. Conflict or Overlapping in Provisions. In the event of conflict or overlapping in the terms and provisions which are or may be set forth in the Articles of Incorporation, the By-Laws, the Declaration of Condominium and the Association's rules and regulations, the provisions, terms and conditions which exact the highest degree of performance and impose the heaviest burdens upon the parties affected thereby, shall govern and prevail.

S. Certain Definitions, Terms Used Synonymously.

"Owner" means the person, firm or corporation owning a leasehold or fee simple interest in any private dwelling or apartment. "Private Dwelling" includes its undivided interest in the Common Property and Limited Common Property. The term is used synonymously with the word Apartment or Apartment Unit.

"Apartment Building" means the multi-family residential building constructed or to be constructed on the real property owned by the Association and includes such real property as well as all appurtenant improvements leased by it, to-wit: swimming pool, recreational areas, etc. The term is used synonymously with the word Condominium.

"Corporation" and "Association" are used synonymously.

The foregoing was adopted as the By-Laws of the Association at the first meeting of the Board of Directors on 15th day of February, 1971.

/s/ Victor E. Woodman
Secretary

APPROVED:

/s/ W. L. Gieger
President