BYLAWS
OF
CORAL SEA VILLAS HOMEOWNER'S ASSOCIATION

A Corporation Not for Profit
Under the laws of the State of Florida

These are the Bylaws of CORAL SEAS VILLAS HOMEOWNER'S ASSOCIATION, Inc. (hereinafter for convenience called the "Association"), a corporation not for profit, incorporated under the laws of the State of Florida.

ARTICLE I
ASSOCIATION

Section 1.1. Office. The initial registered office of the corporation shall be at .80 Coral Sea Way, Satellite Beach FL 32937. However, all mail must be addressed and received at P.O. Box 372305, Satellite Beach FL 32937.

Section 1.2. Fiscal Year. The fiscal year of the Association shall be January 1 to December 31 of each year.

ARTICLE II
DEFINITIONS

All terms defined in the Declaration of Covenants and Restrictions for CORAL SEAS VILLAS HOMEOWNER'S ASSOCIATION recorded in Official Records Book 3293, Page 2792, of the public records of Brevard County. Florida (the "Covenants"), shall have the same meanings when used herein.

ARTICLE III
MEMBERSHIP

The members of the Association shall be all record owners of lots.

ARTICLE IV
VOTING RIGHTS

There shall be one (1) vote per owned lot.

(a) If a Lot is owned by more than one (1) person and they are present at a meeting and are able to concur in their decision upon any subject requiring a vote, either one may cast the Lot vote; or

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

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

ARTICLE V
BOARD OF DIRECTORS

Section 5.1. Selection; Terms of Office. The Board of Directors shall consist of three (3) members, who shall be selected at the times and in the manner set forth in Section 5.2 hereof. The Board of Directors shall be elected at the time set forth in Section 5.3 and in the manner set forth in Article VI of these Bylaws.

Section 5.2. Election of Directors. As provided in Article V of the Articles of Incorporation, the Board of Directors shall consist of three (3) Members who shall be elected in the following manner:

5.2.1. Election shall be in the manner set forth in Article VI of these By laws. There shall be three (3) Directors. One (1) of such Directors shall be elected for two (2) years and two (2) such Directors shall be elected for one (1) year.

Section 5.3. Vacancies. Vacancies on the Board of Directors shall be filled by the majority of the remaining Directors; any such appointed Director to hold office until his successor is elected.who were entitled to elect the Director, at the next annual meeting of the Members or at any special meeting duly called for that purpose.

ARTICLE VI
ELECTION PROCEDURE

Section 6.1. Election of Directors. Votes cast for persons nominated for election to the Board of Directors shall be by written ballot as hereinafter provided. The persons receiving the largest number of votes shall be elected.

Section 6.2. Nominations Committee. Nominations for a full slate of Directors for election to the Board of Directors by the members of the association shall be made by the Nominations Committee. The Nominations Committee shall consist of three (3) persons appointed each year by the Board of Directors, one (1) of whom shall be a director, and two (2) of whom shall be non-directors. Members of the Nominations Committee shall be appointed each year by the Board of Directors at least sixty (60) days before the date on which the election for the members of the Board of Directors is to be held. The slate of Directors to be nominated by the Nominations Committee shall be completed at least three (3) days before the date of such election.

In addition, nominations for the Board of Directors may be made by petition signed by more than ten (10) voting members of the Association, provided that such petitions are filed with the Secretary of the Association at least ten (10) days before the date of the meeting at which the Directors are to be elected.

Section 6.3. Ballots. All elections to the Board of Directors shall be made on a written ballot which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the Nominations Committee for such vacancies and those nominated by the petition timely filed with the Secretary of the Association.

Section 6.4. Voting Procedures. The member designated by the Owners of a lot to cast the vote for the lot shall receive the ballot for such lot at or prior to the Annual Meeting. After the ballots are marked, they shall be turned over to an Elections Committee which shall consists of three (3) members appointed by the Board of Directors. The Elections Committee shall then adopt a procedure which shall:

6.4.1. Establish that the number of ballots turned in by each member correspond with the number of lots owned by such member or his proxy identified on the ballot.

6.4.2. If the vote is by proxy, establish that a proxy has been filed with the Secretary as provided in Article XII of these Bylaws and that such proxy is valid.

The procedure shall be taken in such a manner that the vote of any member or his proxy shall not be disclosed to anyone, including the Elections Committee.

The result of the elections shall be announced at the annual meeting and, if desired by the Board, by written announcement to the members. After the announcement of the results by the Elections Committee, unless a review of the procedure is demanded by thirty-five (35%) of the members casting ballots in the election within ten (10) days after election, the ballots shall be destroyed and the results shall thereupon be final.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1. Powers. The Board of Directors shall have the powers set forth in the Articles of Incorporation.

Section 7.2. Director Absences. In the event that any member of the Board of Directors of the Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant and the provisions relating to the filling of a vacancy of the Board of Directors as set forth in these Bylaws shall become operative.

Section 7.3. Duties. It shall be the duty of the Board of Directors:

7.3.1. To keep a complete record of all its acts and corporate affairs and to make report of major acts and financial condition to the Members at the annual meeting or by written report in lieu of a report at the annual meeting.

7.3.2. To supervise all officers, agencies and employees of the Association.

7.3.3. To fix the amount of the annual Assessment against each lot owned by a Member of least thirty (30) days in advance of the date any payment of such Assessment is due.

7.3.4. To prepare a roster of the lots and Assessments applicable thereto which shall be kept in the offices of the Association and shall be open to inspection by any Member, and to send written notice of each Assessment to every Member.

7.3.5. To issue, or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether all assessments against a lot have been paid; and if not paid, identifying the amount of any unpaid Assessment and the period to which such unpaid assessment relates. Such certificate shall be conclusive evidence.

7.3.6. To obtain and maintain an insurance policy or insurance policies for the protection of the Association covering the Common Property, the buildings from the drywall out, and covering such risks and with such deductible amounts as the Board of Directors shall determine.

7.3.7. To make available To owners and lenders, and To holders, insurers or guarantors of any title mortgage, current copies of the Covenants, Articles, Bylaws, other rules concerning the project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

7.3.8. To provide to any holder of a first mortgage, upon written request, a financial statement for the immediately preceding year.

7.3.9. To make, amend, and rescind from time to time operating rules of the Common Property and the Association and to assess fines for violation of the Covenants and the operating rules.

ARTICLE VIII
DIRECTORS MEETINGS

Section 8.1. Time and Place. Meetings of the Board of Directors may be held at any place within or without the State of Florida. The Board of Directors shall meet within fourteen (14) days following the close of the annual meeting of the Members. Regular meetings of the Board of Directors may be held at such time and place as shall from time to time be determined by the Board of Directors.

Section 8.2. Notice. No notice of regular meetings of the Board of Directors is required. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday.

Section 8.3. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any Director after not less than forty-eight (48) hours notice to each Director except in the case of an emergency.

Section 8.4. Waivers, Consents and Approvals. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or whenever held, shall be valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approval shall be filed with the corporate records and shall be made a part of the minutes of the meeting.

Section 8.5. Quorum. The majority of the Board of Directors shall constitute a quorum thereof.

Section 8.6. Adjourned Meetings. If at any meeting of the Board 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. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE IX
OFFICERS

Section 9.1. Officers. The officers shall be a President, a Vice President, a Secretary, and a Treasurer. The President shall be a member of the Board of Directors.

Section 9.2. Majority Vote. The officers shall be chosen by majority vote of the Directors.

Section 9.3. Term. All officers shall hold office during the pleasure of the Board of Directors.

Section 9.4. President. The President shall preside at all meetings of the Board of Directors, and shall see that orders and resolutions of the Board of Directors are carried out, and sign all notices, checks, leases, mortgages, deeds and all other written instruments as may be incidental to the orders and resolutions of the Board of Directors and the proper operation of the Association.

Section 9.5. Vice President. The Vice President shall perform all the duties of the President in the absence of the President.

Section 9.6. Secretary. The Secretary shall be "ex officio" the Secretary of the Board of Directors, and shall record the vote and keep the minutes of all proceedings in a book to be kept for such purpose. He shall keep the records of the Association. He shall record in a book kept for such purpose the names of all members of the Association together with their addresses as registered by such members.

Section 9.7. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall keep proper books of account and cause financial statements to be made at the completion of each fiscal year. He shall prepare the annual budgets and an annual balance sheet statement and statement of receipts and disbursements shall be presented to the membership at or before its regular annual meeting.

ARTICLE X
COMMITTEES

Section 10.1 Standing Committees. The Board of Directors may appoint such standing committees as it deems desirable. Each standing committee shall consist of a Chairman and two (2) or more members and shall include a member of the Board of Directors. The standing committees may be appointed by the Board of Directors immediately after each annual meeting to serve until the close of the next annual meeting.

Section 10.2 Review of Complaints. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities in its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to the Board of Directors.

ARTICLE XI
MEETINGS OF MEMBERS

Section 11.1 Annual Meeting. The regular annual meeting of the Members shall be held at 7:00 P.M. on the first Tuesday in March of each ensuing year provided, however, if the day is a legal holiday, the meeting shall be held at the same hour on the following Thursday. The place of the annual meetings shall be determined by the Board of Directors.

Section 11.2. Special Meetings. Special meetings of members may be called at any time by the President, the Vice President, the Secretary or the Treasurer or by any two (2) or more members of the Board of Directors. Special meetings of the Association membership may be called upon the written request of the members who have the right to cast two-thirds (2/3) of the total votes entitled to be cast under the provisions of Article V of the Articles of Incorporation at the time such written request is made.

Section 11.3. Notice. Notice of meetings of Members shall be given to the Members by the Secretary either personally, by email, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address or email address appearing on the books of the Association. Each member shall register his address and/or email address with the Secretary, and notices of meetings shall be sent to him at such address. Notification of any regular or special meeting shall be sent at least seven (7) days in advance of the meeting. Notification of the Annual Meeting shall be made at least twenty (20) days in advance of the meeting, and shall set forth in general the nature of the business to be transacted.

Section 11.4. Quorum. The presence at the meetings of members entitled to cast, or of proxies entitled to cast, one-fifth (1/5) of the votes entitled to be cast shall constitute a quorum for any actions unless it is provided otherwise in the Declaration or the Articles of Incorporation, or elsewhere in these Bylaws.

ARTICLE XII
PROXIES

Section 12.1. Form of Vote. At all meetings of members, each member entitled to vote may vote in person or by proxy.

Section 12.2. Proxies. All proxies shall be in writing, signed by all owners of the lot for which such proxy is given, and filed with the Secretary of the Association. No proxy shall extend beyond a period of twelve (12) months, and every proxy shall automatically cease if the person granting the proxy ceases to be a member.

ARTICLE XIII
LENDER'S NOTICES

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the lot number or address of the lot on which a security interest is held, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

Section 13.1. Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any lot on which it holds the mortgage.

Section 13.2. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the owners' association.

Section 13.3. Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 13.4. Any action which affects title to Common Property.

ARTICLE XIV
INSURANCE AND FIDELITY BONDS

Section 14.1. To the extent that coverage is available, the Association will maintain in effect casualty and liability insurance and fidelity bond coverage as specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements.

Section 14.2. There shall be no judicial partition of the Common Property or any other part thereof, nor shall any person acquiring any interest in the Common Property or any part thereof seek such judicial partition. This provision may not be amended without the consent of all members and the holders of mortgages on lots.

ARTICLE XV
INDEMNIFICATION

Section 15.1 Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party of any threatened, pending or completed action, suit or proceeding, or appeal therefrom, whether civil, criminal, administrative, investigative or otherwise (other than any action by or in the right of the Association) by reason of the fact that he is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another Association or a partnership, joint venture, trust or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and 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, had no reasonable cause to believe his conduct was unlawful.

Section 15.2 Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association, or appeal therefrom, to procure a judgment in its favor by reason of the fact that he is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another association or a partnership, joint venture, trust or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorneys' fees and amount paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided, however that no person shall be entitled to indemnification under this Section 15.2 in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

Section 15.3. Successful Defense. To the extent that a director, officer or employee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 15.1 or 15.2 of this Article XV, or in defense of any claim, issue or matter therein, such determination shall constitute conclusive evidence of such person's right to be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith and the president or a vice president of the Association shall direct the reimbursement of all such expenses to such person.

Section 15.4. Determination of Propriety of Indemnification. No person seeking indemnification under Section 15.1 or 15.2 of this Article XV shall be indemnified unless pursuant to a determination by a court or unless the Board of Directors or the Members in good faith by a majority vote of a quorum of directors or shareholders, as the case may be, who were not parties to such action, suit or proceeding determine that the standards set forth in such sections have been met in the circumstances. The Association may provide for additional indemnification rights to any person including without limitation those persons referred to in Sections 15.1 and 15.2 of this Article XV), in each case except as otherwise ordered by a court or prohibited by law.

ARTICLE XVI
CONTRACTS/RENTALS

The Association shall not be bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than thirty (30) days notice to the other party.

Entire townhouse units but not less than entire units may be leased for a minimum term of six (6) months provided occupancy is only by the lessee and his family, servants and guests. Prior to move-in date, the Association must be provided the name(s) of all tenants, types and number of pets, contact information (including email) along with written confirmation that said tenants have read and will abide by these By-Laws and the Rules and Regulations of the Association. A copy of the lease on each home shall be delivered to the Association at or before the time the tenant takes possession of the home.

In the absence of a homeowner, a contact name, number of guests and phone number of any person(s) staying in unit for an extended period of time (7 days or more) shall be provided to the board.

ARTICLE XVII
RESERVES

Section 16.1. Reserves for Replacement. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common areas and the portions of the lots which the Association may be obligated to maintain. The fund is maintained out of regular assessments for common expenses.

ARTICLE XVIII
ASSESSMENT COLLECTIONS/NONPAYMENT OF DUES

When an owner does not pay their monthly maintenance dues for two months, the Association will notify the homeowner that, if the dues are not paid within 45 days, a lien will be placed on their property. If not paid in the 45 days, the Association will send another bill and a letter stating that the Association will foreclose on the property.

The Association shall be entitled to collect its cost, expenses and attorney fees in any action taken by the Association including recording of a lien and, whether litigation is filed or not, to collect any amounts due herein or to otherwise enforce this Bylaw.

ARTICLE XIX
INSPECTION OF BOOKS AND PAPERS

The bookkeeping records, of the Association shall at all times, during reasonable business hours, be subject to the inspection by any member and by any holder of a first mortgage on any Lot.

IN WITNESS WHEREOF, the Association has caused these presents to be signed and sealed this 21st day of March 2018.

Signed, Sealed & Delivered

CORAL SEA VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida corporation

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BY: ________________________ President ___

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STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE me, the undersigned authority duly authorized to take acknowledgements, personally appeared, Gail Silva, to me known to be the President of CORAL SEA VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, and she acknowledged before me that she executed the foregoing instrument as such officer of said corporation freely and voluntarily for the purposed therein expressed.

WITNESS my hand official seal this 21st day of March 2018.

SEAL

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Notary Public