

EXHIBIT "C"
INDEX TO
BYLAWS OF
THE VILLAGES OF SEAPORT, A CONDOMINIUM

	<u>PAGE</u>
1. GENERAL PROVISIONS	1
2. MEMBERSHIP IN GENERAL	1
3. MEMBERSHIP VOTING	2
4. MEMBERSHIP MEETINGS	4
5. DIRECTORS	7
6. OFFICERS	13
7. FINANCES AND ASSESSMENTS	14
8. PARLIAMENTARY RULES	17
9. AMENDMENTS	17
10. RULES AND REGULATIONS	18
11. MISCELLANEOUS	18

BYLAWS
OF
THE VILLAGES OF SEAPORT CONDOMINIUM ASSOCIATION, INC.
a Florida corporation not-for-profit

1. GENERAL PROVISIONS.

1.01 Identity. These are the BYLAWS of THE VILLAGES OF SEAPORT CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION", a corporation not-for-profit formed under the laws of the State of Florida. The ASSOCIATION has been organized for the purposes stated in the ARTICLES and shall have all of the powers provided in these BYLAWS, the ARTICLES, a DECLARATION, the CONDOMINIUM ACT, and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

1.02 Principal Office. The principal office of the ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.03 Fiscal Year. The fiscal year of the ASSOCIATION shall be the calendar year.

1.04 Seal. The seal of the ASSOCIATION shall have inscribed upon it the name of the ASSOCIATION, the year of its incorporation and the words "Corporation Not-For-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the ASSOCIATION.

1.05 Incorporation of the CONDOMINIUM ACT. All of the provisions of the CONDOMINIUM ACT, being Chapter 718, Florida Statutes, as same now exists and may apply to the ASSOCIATION are, with permissible deviations therefrom, incorporated herein by reference. In the event of any conflict between these BYLAWS and the CONDOMINIUM ACT these BYLAWS shall control unless the deviation from the CONDOMINIUM ACT is impermissible.

1.06 Conflict with ARTICLES. In the event of any conflict between these BYLAWS and the ARTICLES, the ARTICLES shall control.

1.07 Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the ARTICLES, a DECLARATION, and the CONDOMINIUM ACT.

2. MEMBERSHIP IN GENERAL.

2.01 Qualification. Pursuant to the ARTICLES, all of the record owners of UNITS in a CONDOMINIUM operated by the ASSOCIATION shall be members of the ASSOCIATION. Membership for each UNIT shall be established upon the recording of a DECLARATION or any amendment thereto, submitting the UNIT to the CONDOMINIUM FORM OF OWNERSHIP. Prior to the recording of a DECLARATION, the subscribers shall be the members of the ASSOCIATION, but their membership shall terminate upon the recording of a DECLARATION.

2.02 Changes in Membership. The transfer of the ownership of any UNIT, either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the ASSOCIATION. It shall be the responsibility of any such transferor and transferee of a UNIT to notify the ASSOCIATION of any change in the

ownership of any UNIT, and the corresponding change in any membership, by delivering to the ASSOCIATION a copy of the deed or instrument of conveyance which establishes a transfer of ownership. In the absence of such notification, the ASSOCIATION shall not be obligated to recognize any change in membership or ownership of a UNIT for purposes of notice, voting, ASSESSMENTS, or for any other purpose.

2.03 Member Register. The secretary of the ASSOCIATION shall maintain a register in the office of the ASSOCIATION showing the names and addresses of the members of the ASSOCIATION. It shall be the obligation of each member of the ASSOCIATION to advise the secretary of any change of address of the member, or of the change of ownership of the member's UNIT, as set forth above. Any member who mortgages his UNIT shall notify the ASSOCIATION of the name and address of his mortgagee and shall file a copy of the mortgage and underlying promissory note with the ASSOCIATION. Any member who satisfies the mortgage encumbering his UNIT shall also notify the ASSOCIATION thereof, and shall file a copy of the satisfaction of mortgage with the ASSOCIATION. The names and addresses of any such mortgagee shall also be maintained in the membership register.

2.04 Inspection of Books and Records. The records of the ASSOCIATION shall be open to inspection by UNIT OWNERS or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a UNIT, upon request, during normal business hours or under other reasonable circumstances. Such records of the ASSOCIATION shall include current copies of the DECLARATION, ARTICLES, BYLAWS, the Rules and Regulations of the ASSOCIATION, and any amendments thereto, any contract entered into by the ASSOCIATION, and the books, records and financial statements of the ASSOCIATION.

3. MEMBERSHIP VOTING

3.01 Voting Rights. There shall be one vote for each UNIT. In the event any UNIT is owned by more than one person, or is owned by a person other than an individual, the vote for such UNIT shall be cast as set forth below, and votes shall not be divisible. In the event any member owns more than one UNIT, the member shall be entitled to one vote for each such UNIT.

3.02 Majority Vote and Quorum Requirements

3.02.01 The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and UNIT OWNERS for all purposes, except where otherwise provided by law, in any DECLARATION, in the ARTICLES, or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for a majority of the UNITS operated by the ASSOCIATION shall constitute a quorum.

3.02.02 In the event any meeting is adjourned or continued to another time because a quorum is not present at such meeting, then and in that event, the quorum requirements provided heretofore shall be reduced to be the presence in person or by proxy of persons entitled to cast the votes for one-third (1/3) of the UNITS operated by the ASSOCIATION at the adjourned meeting, and the acts approved by a majority of the votes present in person or by proxy at such adjourned meeting at which such reduced quorum exists shall be binding upon all members and UNIT OWNERS for all purposes, except where otherwise provided by law, in any DECLARATION, in the ARTICLES, or in these BYLAWS. This reduction of the quorum requirement shall apply only if the

BOARD sends notice of the adjourned meeting to the members as elsewhere provided, which notice must specifically provide that the quorum requirement will be reduced at the adjourned meeting.

3.03 Determination as to Voting Rights

3.03.01 In the event any Unit is owned by one person, his right to cast the vote for the UNIT shall be established by the record title to his UNIT.

3.03.02 In the event any UNIT is owned by more than one person or by an entity, the person entitled to cast the vote for the UNIT shall be designated by a certificate signed by all of the record owners of the UNIT, or by the president of the corporate owner in the case of a UNIT owned by a corporation, and filed with the secretary of the ASSOCIATION. The person designated by such certificate, in the absence of a revocation of same, shall be conclusively deemed to be the person entitled to cast the vote for the Unit at any meeting. In the absence of such certificate, or in the event the person designated in such certificate does not appear at a meeting in person or by proxy, the vote for the UNIT may be cast at any meeting by any co-owner of the UNIT, provided, however, that in the event a dispute arises between the co-owners as to how the vote for the UNIT shall be cast, or in the event the co-owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the UNIT on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning a UNIT shall be deemed co-owners of the UNIT, and the directors and officers of a corporation owning a UNIT shall be deemed co-owners of the UNIT.

3.04 Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the member's behalf by a proxy signed by such member or his attorney-in-fact. Any proxy shall be delivered to the secretary of the meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. Every proxy shall specifically set forth the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Every proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the proxy holder may vote, and the manner in which the vote is to be cast.

3.05 Rights of DEVELOPER. Notwithstanding anything contained in these BYLAWS, the ARTICLES, or a DECLARATION, to the contrary, until the DEVELOPER has closed the sale of all UNITS within a CONDOMINIUM, including the UNITS in all phases contemplated by the CONDOMINIUM'S DECLARATION, no vote of the members shall be effective or may be taken without approval in writing by the DEVELOPER which would:

3.05.01 Result in the DEVELOPER being assessed as a UNIT OWNER for capital improvements.

3.05.02 Be detrimental to the sales of UNITS by the DEVELOPER. However, a non-discriminatory increase in ASSESSMENTS for COMMON ELEMENTS without discrimination

against the DEVELOPER shall not be deemed to be detrimental to the sales of UNITS.

3.05.03 Adversely affect any right the DEVELOPER may have to appoint any directors, as provided in the ARTICLES, or these BYLAWS.

3.05.04 Otherwise discriminate in any respect against the DEVELOPER, or remove, limit, modify or alter any right of the DEVELOPER as provided in the CONDOMINIUM ACT, a DECLARATION, the ARTICLES, or these BYLAWS.

4. MEMBERSHIP MEETINGS

4.01 Who May Attend. In the event any UNIT is owned by more than one person, all co-owners of the UNIT may attend any meeting of the members. In the event any UNIT is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. However, the vote for any UNIT shall be cast in accordance with the provisions of Paragraph 3 above. INSTITUTIONAL MORTGAGEES have the right to attend all members meetings.

4.02 Place. All meetings of the members shall be held at the principal office of the ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.03 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member entitled to vote at such meeting not less than 14 nor more than 60 days before the date of the meeting, by or at the direction of the president, the secretary or the officer or persons calling the meeting. Notice of any meeting where ASSESSMENTS against UNIT OWNERS are to be considered for any reason shall specifically contain a statement that ASSESSMENTS will be considered and the nature of any such ASSESSMENTS. ASSOCIATION copy of the notice shall be posted in a conspicuous place on the property of each CONDOMINIUM at least 14 days prior to any meeting. Unless a member waives in writing his right to receive notice of a meeting by mail, the notice of any meeting shall be sent by mail to each member. An officer of the ASSOCIATION shall provide an affidavit, to be included in the official records of the ASSOCIATION, affirming that notices of the ASSOCIATION meeting were mailed or hand delivered in accordance with this Section, to each member at the address last furnished to the ASSOCIATION. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the ASSOCIATION, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date, but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a UNIT is owned by more than one person or by an entity, only one notice shall be required to be given with respect to the UNIT, which may be given to any co-owner as defined in Paragraph 3.03.02 of these BYLAWS. Notice to any member or co-owner shall be sent to the UNITS of such member or co-owner, unless the UNIT OWNER(S) of the UNIT otherwise request.

4.04 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall

constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.05 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at eight o'clock p.m. on the third Tuesday in January of each year, or at such other time in the months of January or February of each year as shall be selected by the BOARD and as is contained in the notice of such meeting.

4.06 Special Meetings. Special meetings of the members may be called at any time by any director, the president, or at the request in writing, by not less than 25% of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary, or other officer of the ASSOCIATION, to all of the members within thirty (30) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.07 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the ASSOCIATION, may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting. Notwithstanding the foregoing, if a meeting is adjourned for lack of a quorum, notice of the adjourned meeting must be given to all members in order for the quorum requirement at the adjourned meeting to be reduced pursuant to Paragraph 3.02.02 of these BYLAWS.

4.08 Organization. At each meeting of the members, the President, the Vice President, or any person chosen by a majority of the members present in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

4.09 Order of Business. The order of business at the annual meeting of the members shall be:

- 4.09.01 Determination of chairman of the meeting;
- 4.09.02 Calling of the roll and certifying of proxies;
- 4.09.03 Proof of notice of meeting or waiver of notice;
- 4.09.04 Reading and disposal of any unapproved minutes;

- 4.09.05 Election of inspectors of election;
- 4.09.06 Determination of number of directors;
- 4.09.07 Election of directors;
- 4.09.08 Reports of directors, officer or committees;
- 4.09.09 Unfinished business;
- 4.09.10 New business; and
- 4.09.11 Adjournment.

4.10 Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the directors, at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

4.11 Action Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting for 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 at which all members entitled to vote thereon were present and voted. Within ten days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a UNIT is owned by more than one person or a corporation, the consent for such UNIT need only be signed by one person who would be entitled to cast the vote for the UNIT as a co-owner pursuant to Paragraph 3.03.02 of these BYLAWS. However, nothing in this Paragraph shall dispense with the requirement that an annual meeting be held as provided in §§718.112(2)(d) of the Florida Statutes.

5. DIRECTORS

5.01 Membership

5.01.01 The affairs of the ASSOCIATION shall be managed by a BOARD of not less than three nor more than five (5) directors. So long as the DEVELOPER is entitled to appoint any director pursuant to the ARTICLES, the number of directors will be determined, and may be changed from time to time, by the DEVELOPER by written notice to the BOARD. After the DEVELOPER is no longer entitled to appoint any director, the number of directors may be changed at any meeting where the members are to elect any directors (i) by the then existing BOARD, if prior to such meeting of the members the BOARD votes to change the number of directors and such change is indicated in the notice of the meeting sent to the members, or (ii) by the members at the meeting prior to the election of directors. If the number of directors on the BOARD is not changed, then the number of directors shall be the same as the number on the BOARD prior to such meeting (plus any unfilled vacancies created by the death, resignation or removal of a director). In any event there shall be an odd number of directors.

5.02.02 Except as provided above, the members shall elect directors at the annual members' meetings.

5.02.03 Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD may nominate a committee, which committee

shall nominate one person for each director to be elected by the members, on the basis that the number of directors to serve on the BOARD will not be altered by the members at the members' meeting. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

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

5.03 Term of Office. All directors elected by the members shall hold office until the next annual meeting of the members and until their successors are duly elected, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the ARTICLES.

5.04 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be determined, from time to time, by a majority of the directors.

5.05 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors.

5.06 Special Meetings. Special meetings of the BOARD may be called by any directors, or by the president, at any time.

5.07 Notice of Meetings. Notice of each meeting of the BOARD shall be given by the secretary or by any other officer or directors, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 48 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.08 Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all members and INSTITUTIONAL MORTGAGEES, and notice of such meetings shall be posted conspicuously on the condominium property of each CONDOMINIUM operated by the ASSOCIATION at least 48 hours in advance of such meeting, except in the event of an emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Except for members serving as directors or specifically

invited by the directors to participate in a meeting, the members shall not be entitled to participate in any meeting of the BOARD but shall only be entitled to act as observers. In the event a member not serving as a director or invited by the directors to participate in a meeting attempts to become more than a mere observer at such meeting, or conducts himself in a manner detrimental to the carrying on of such meeting, then any directors may expel said member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. Also, any director shall have the right to exclude from any meeting of the BOARD any person who is not able to provide sufficient proof that he is a member, unless said person was specifically invited by the directors to participate in such meeting. A director may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the directors and members present as in an open meeting.

5.09 Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by statute, the CONDOMINIUM ACT, a DECLARATION, the ARTICLES, or by these BYLAWS. A director may join by written concurrence in any action taken at a meeting of the BOARD but such concurrence may not be used for the purposes of creating a quorum.

5.10 Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of adjournment, to the other directors. If the time and place of the adjourned meeting are announced at the time of the adjournment, notice of the adjourned meeting need not be posted on the CONDOMINIUM PROPERTY, otherwise notice shall be so posted at least 48 hours in advance of the adjourned meeting, or if the adjourned meeting is less than 48 hours from the meeting which was adjourned, as soon as practicable. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.11 Presiding Officer. The presiding officer of the BOARD meetings shall be the chairman of the BOARD if such an officer is elected; and if none, the president of the ASSOCIATION shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.12 Order of Business. The order of business at a BOARD meeting shall be:

- 5.12.01 Calling of role;
- 5.12.02 Proof of due notice of meeting;
- 5.12.03 Reading and disposal of any unapproved minutes;
- 5.12.04 Reports of officers and committees;
- 5.12.05 Election of officers;
- 5.12.06 Unfinished business;
- 5.12.07 New business; and

5.12.08 Adjournment

5.13 Minutes of Meeting. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members of the ASSOCIATION, or their authorized representatives, and the directors at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

5.14 Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.15 Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.16 Seaport Master Association, Inc. The BOARD shall, as required by the Declaration of Covenants and Conditions, Articles of Incorporation and Bylaws of Seaport Master Association, Inc., appoint two (2) members of the BOARD to serve as Directors of Seaport Master Association, Inc. in accordance with the MASTER DOCUMENTS.

5.17 Removal of Directors. Directors may be removed as follows:

5.17.01 Any director other than a director appointed by the DEVELOPER may be removed with or without cause by the vote of a majority of the members of the ASSOCIATION at a special meeting of the members called by persons entitled to cast votes for not less than ten percent of the UNITS giving notice of the meeting as required for a meeting of UNIT OWNERS, and the notice shall state the purpose of the meeting. The vacancy on the BOARD caused by any such removal may be filled by the members at such meeting, or if the members shall fail to fill such vacancy, by the BOARD, as in the case of any other vacancy on the BOARD.

5.17.02 If the recall is approved by a majority of all members by a vote at a meeting, the recall shall be effective immediately, and the recalled Director or Directors shall turn over to the BOARD any and all records of the ASSOCIATION in their possession, within 72 hours after the meeting.

5.17.03 If the proposed recall is by an agreement in writing by a majority of all persons entitled to cast votes for UNITS, the agreement in writing shall be served on the ASSOCIATION by certified mail. The BOARD shall call a meeting of the BOARD within 72 hours after receipt of the agreement in writing and shall either certify the written agreement to recall a Director or Directors, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the BOARD within 72 hours, any and all records of the ASSOCIATION in their possession, or proceed as described in subparagraph 5.17.04.

5.17.04 If the BOARD determines not to certify the written agreement to recall a Director or Directors, or if the recall by a vote at a meeting is disputed, the BOARD shall, within 72 hours, file with the Division of Florida Land Sales and Condominiums a petition for binding arbitration pursuant to the procedures of Section 718.1255

of the Florida Statutes. For purposes of this paragraph, the members who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any Director or Directors, the recall shall be effective upon service of the final order or arbitration upon the ASSOCIATION. Any Director or Directors so recalled shall deliver to the BOARD any and all records of the ASSOCIATION in their possession within 72 hours of the effective date of the recall.

5.18 Vacancies.

5.18.01 Vacancies in the BOARD may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual election and until his successors is duly elected, unless sooner displaced. If there are no directors, then a special election of the members shall be called to elect the directors. Notwithstanding anything contained herein to the contrary, the DEVELOPER at all times shall have the right to appoint the maximum number of directors permitted by the CONDOMINIUM ACT and by the ARTICLES, and any vacancies on the BOARD may be filled by the DEVELOPER to the extent that the number of directors then serving on the BOARD which were appointed by the DEVELOPER is less than the number of directors the DEVELOPER is then entitled to appoint.

5.18.02 In the event the ASSOCIATION fails to fill vacancies on the BOARD sufficient to constitute a quorum in accordance with these BYLAWS, any UNIT OWNER may apply to the Circuit Court of the County in which the CONDOMINIUM is located for the appointment of a receiver to manage the affairs of the ASSOCIATION. At least thirty (30) days prior to applying to the Circuit Court, the UNIT OWNER shall mail to the ASSOCIATION and post in a conspicuous place on the CONDOMINIUM PROPERTY a notice describing the intended action giving the ASSOCIATION the opportunity to fill the vacancies. If during such time the ASSOCIATION fails to fill the vacancies, the UNIT OWNER may proceed with the petition. If a receiver is appointed, the ASSOCIATION shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted member of the BOARD, and shall serve until the ASSOCIATION fills vacancies on the BOARD sufficient to constitute a quorum.

5.19 Directors Appointed by the DEVELOPER.

Notwithstanding anything contained herein to the contrary, the DEVELOPER shall have the right to appoint the maximum number of directors in accordance with the privileges granted to the DEVELOPER pursuant to the CONDOMINIUM ACT and the ARTICLES. All directors appointed by the DEVELOPER shall serve at the pleasure of the DEVELOPER, and the DEVELOPER shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the BOARD. Replacement of any such director appointed by the DEVELOPER shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated as successor director. The removal of any director and the designation of his successor by the DEVELOPER shall become effective immediately upon delivery of such written instrument by the DEVELOPER.

5.20 Compensation Directors shall not be entitled to any compensation unless the members elect to pay them compensation, and set the amount of such compensation, at any meeting of the members.

5.21 Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, a DECLARATION, the CONDOMINIUM ACT, or as otherwise provided by statute or law. Such powers and duties of the directors shall include, without limitation (except as limited elsewhere herein, the following:

5.21.01 The operation, care, upkeep and maintenance of COMMON ELEMENTS and of any property owned by the ASSOCIATION.

5.21.02 The determination of the expenses required for the operation of a CONDOMINIUM and the ASSOCIATION.

5.21.03 The collection of ASSESSMENTS from UNIT OWNERS required to pay same.

5.21.04 The payment of its share of the operating and maintenance expenses of Seaport Master Association, Inc. as said share is assessed pursuant to the Articles of Incorporation and Bylaws of Seaport Master Association, Inc.

5.21.05 The employment and dismissal of personnel necessary for the maintenance and operation of the COMMON ELEMENTS.

5.21.06 The adoption and amendment of rules and regulations covering the details of the operation and use of CONDOMINIUM PROPERTY.

5.21.07 Maintaining bank accounts on behalf of the ASSOCIATION and designating signatures required therefor.

5.21.08 Purchasing, leasing or otherwise acquiring UNITS in the name of the ASSOCIATION, or its designee.

5.21.09 Purchasing UNITS at foreclosure or other judicial sales, in the name of the ASSOCIATION or its designee.

5.21.10 Selling, leasing, mortgaging, or otherwise dealing with UNITS acquired by, and subleasing UNITS leased by, the ASSOCIATION or its designee.

5.21.11 The organization of corporations to act as designees of the ASSOCIATION in acquiring title to UNITS or leasing UNITS by the ASSOCIATION.

5.21.12 Obtaining and reviewing insurance.

5.21.13 Making of repairs, additions and improvements to, or alterations of, CONDOMINIUM PROPERTY or property owned by the ASSOCIATION, and repairs to and restoration of CONDOMINIUM PROPERTY and property owned by the ASSOCIATION, in accordance with the provisions of the respective DECLARATION, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

5.21.14 The enforcement of the obligations of the UNIT OWNERS, the allocation of profits and expenses, and the performance of anything and everything else necessary and property for the sound management of a CONDOMINIUM.

5.21.15 Purchasing or leasing a UNIT for use by a resident superintendent.

5.21.16 Borrowing money on behalf of the ASSOCIATION when required in connection with the operation.

*BOD
adopt
rules & reg
by 10 VOTE*

care, upkeep and maintenance of the COMMON ELEMENTS; provided however, that (i) the consent of the UNIT OWNERS of at least two-thirds (2/3) of the UNITS, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these BYLAWS, shall be required for the borrowing of any sum in excess of \$10,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any UNIT without the consent of the owner of such UNIT. If any sum borrowed by the BOARD on behalf of the ASSOCIATION pursuant to authority contained in this subparagraph 5.20.16 is not repaid by the ASSOCIATION, a UNIT OWNER, who pays to the creditor a proportion thereof equal to his percentage interest in the COMMON ELEMENTS, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the UNIT OWNER'S UNIT.

5.21.17 Contracting for the management and maintenance of CONDOMINIUM PROPERTY authorizing a management agent or company (which may be an affiliate of the DEVELOPER) to assist the ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, preparation of budgets, collection of ASSESSMENTS, preparation of records, enforcement of rules, and maintenance, repair and replacement of the COMMON ELEMENTS with funds as shall be made available by the ASSOCIATION for such purposes, as well as exercising such other powers and rights delegated to it by the ASSOCIATION, which powers and rights are vested in the ASSOCIATION by virtue of a DECLARATION, the ARTICLES, these BYLAWS, and the CONDOMINIUM ACT. The ASSOCIATION and its directors and officers shall, however, retain at all times the powers and duties granted by all CONDOMINIUM documents and the CONDOMINIUM ACT, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the ASSOCIATION.

5.21.18 Exercising all powers specifically set forth in each DECLARATION, the ARTICLES, these BYLAWS, the CONDOMINIUM ACT, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

5.21.19 Imposing a reasonable fee in connection with the approval of the lease or encumbrance of UNITS not exceeding any maximum fee proscribed by law from time to time.

5.21.20 Entering into and upon UNITS when necessary and with as little inconvenience to the owner as possible in connection with maintenance, care and preservation of the COMMON ELEMENTS of a CONDOMINIUM.

5.21.21 Collecting delinquent ASSESSMENTS by suit or otherwise abating nuisances, and enjoining or seeking damages from UNIT OWNERS for violations of these BYLAWS and the terms and conditions of a DECLARATION or of the Rules and Regulations of the ASSOCIATION.

5.21.22 By an extraordinary majority of two-thirds of the entire BOARD, pursuant to F.S. 617.10(3), enforcing the payment of legally imposed assessments and enforcing the provisions of the DECLARATION of CONDOMINIUM, BY-LAWS, and duly promulgated Rules and Regulations by imposition of fines in such reasonable sums as it deems appropriate not to exceed \$50.00 per day that the violation is occurring, against UNIT OWNERS for violations of said condominium documents by said UNIT OWNERS or their guests or their lessees. No fine shall be imposed without a written notice first being sent by the BOARD. If the failure is not corrected as soon as is reasonably practical and in any event within ten (10) days after such written notice, or in the event of a subsequent similar failure by the UNIT OWNER,

then without further notice the BOARD may impose a fine as provided herein. However, in any event, the BOARD shall afford the violator an opportunity to be heard regarding the alleged violation. There shall be a presumption of innocence at said hearing and the violator shall have an opportunity to confront, cross examine and be represented by an attorney, if desired.

5.21.23 Acquiring and entering into agreements whereby the ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of a CONDOMINIUM operated by the ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the UNIT OWNERS, and declaring expenses in connection therewith to be COMMON EXPENSES; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the ASSOCIATION; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

5.21.24 Taking any and all actions necessary and proper to its function as a member of Seaport Master Association, Inc in maintaining and operating the recreational facilities and other areas owned by Seaport Master Association, Inc.

6. OFFICERS.

6.01 Members and Qualifications. The officers of the ASSOCIATION shall include a president, a vice president, a treasurer and a secretary, all of whom shall be elected by the directors and may be pre-emptively removed from office with or without cause by the directors. Any person may hold two or more offices except that the president shall not also be the secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the ASSOCIATION from time to time. Each officer shall hold office until the meeting of the BOARD following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.02 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.03 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.04 The President. 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 association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the ASSOCIATION.

6.05 The Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

6.06 The Secretary. The secretary shall prepare and 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 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 executed. He shall keep the records of the ASSOCIATION, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the directors or the president.

6.07 The Treasurer. The treasurer shall have custody of all property of the ASSOCIATION, including funds, securities, and evidence of indebtedness. He shall keep books of account for the ASSOCIATION in accordance with good accounting practices, which together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report to the BOARD the status of collections as requested.

6.08 Compensation. The officers shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the BOARD from employing a director or an officer as an employee of the ASSOCIATION and compensating such employee nor shall they preclude the ASSOCIATION from contracting with a director for the management of property subject to the jurisdiction of the ASSOCIATION, or for the provision of services to the ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision of services.

7. FINANCES AND ASSESSMENTS.

7.01 Adoption of the Budget.

7.01.01 Within forty-five (45) days prior to the commencement of any fiscal year of the ASSOCIATION, the BOARD shall adopt a budget for such fiscal year, necessary to defray the COMMON EXPENSES for such fiscal year. The COMMON EXPENSES shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the ASSOCIATION for the operation of the CONDOMINIUMS operated by the ASSOCIATION, and for the proper operation of the ASSOCIATION itself, including, but not limited to, the expenses of the operation, maintenance, repair, or replacement of COMMON ELEMENTS or property owned by the ASSOCIATION; assessments payable to Seaport Master Association, Inc.; costs of carrying out the powers and duties of the ASSOCIATION; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as COMMON EXPENSES by these BYLAWS, any DECLARATION, the CONDOMINIUM ACT, or any other statute or law of the State of Florida. The proposed annual budget of the ASSOCIATION shall be detailed and shall show the amounts budgeted by accounts in expense classifications including, where applicable, but not limited to the following: administration of the ASSOCIATION, management

fees, maintenance, expenses for recreational and other commonly used facilities, assessments payable to Seaport Master Association, Inc., taxes upon ASSOCIATION property, taxes upon leased areas, insurance, security provisions, other expenses, operating capital, reserves, and any fees payable to the Division of Florida Land Sales and Condominiums.

7.01.02 The BOARD shall mail, or cause to be mailed, a meeting notice and copies of the proposed annual budget of COMMON EXPENSES to all members not less than fourteen (14) days prior to the meeting at which the budget will be considered by the directors, which meeting shall be open to the UNIT OWNERS.

7.01.03 If an adopted budget requires ASSESSMENTS against UNIT OWNERS (members) in any fiscal or calendar year exceeding 115% of ASSESSMENTS for the preceding year, the BOARD upon written application of persons entitled to cast the votes for 10% of the UNITS to the BOARD, shall call a special meeting of the members within thirty (30) days after the presentation of such application, upon not less than ten (10) days written notice to each member. At the special meeting so called, UNIT OWNERS shall consider and ratify the budget, or enact an alternate budget, by a vote of not less than a majority of all members. In the alternative, the BOARD may propose any budget to the UNIT OWNERS at a meeting of the members or in writing, and if the budget or proposed budget is approved by the UNIT OWNERS at the meeting or by a majority of all the persons entitled to cast votes for UNITS in writing, the budget shall be adopted. If a meeting of the UNIT OWNERS has been called and a quorum is not attained or a substitute budget is not adopted by the UNIT OWNERS, the budget adopted by the BOARD shall go into effect as scheduled. In determining whether ASSESSMENTS exceed 115% of similar ASSESSMENTS in prior years, any authorized provisions for reasonable reserves for repair or replacement of the CONDOMINIUM PROPERTY, expenses by the ASSOCIATION which are not anticipated to be incurred on a regular or annual basis, or ASSESSMENTS for betterments to any CONDOMINIUM PROPERTY shall be excluded from the computation. However, as long as the DEVELOPER is in control of the BOARD, the BOARD shall not impose an ASSESSMENT for any year greater than 115% of the prior fiscal or calendar year's ASSESSMENT without approval of a majority of all of the UNIT OWNERS.

7.01.04 If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the COMMON EXPENSES of the ASSOCIATION for the fiscal year which the adopted budget applies to, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption, and any necessary member approval, of an amended budget.

7.02 ASSESSMENTS and ASSESSMENT Roll.

7.02.01 As soon as practicable after the adoption of a budget, or an amended budget, the BOARD shall fix and determine the amount and frequency of ASSESSMENTS to be made against the members, pursuant to each DECLARATION. However, ASSESSMENTS shall be made against the members not less frequently than quarterly, and in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The periodic ASSESSMENTS to be made against the members, whether quarterly, monthly or otherwise, shall be equal unless the BOARD determines unequal ASSESSMENTS are required to provide funds in advance for the expenses of the ASSOCIATION, including previously incurred and unpaid expenses. As soon as practicable after the determination of the ASSESSMENTS to

be made against the UNIT OWNERS, the ASSOCIATION shall notify the members, in writing, of the amount of such members' ASSESSMENT, the time or times when same are due, and the method of the payment of same.

7.02.02 From time to time the BOARD shall have the right to, by majority vote, adopt special ASSESSMENTS or ASSESSMENTS for emergencies with respect to any or all of the CONDOMINIUMS operated by the ASSOCIATION. Any such special ASSESSMENTS or ASSESSMENTS for emergencies shall not be deemed an amendment to the budget of the ASSOCIATION, and shall not require the approval of the members, so long as the ASSESSMENTS are made for items which are not anticipated to be incurred on a regular or annual basis, or are for betterments to any CONDOMINIUM PROPERTY within a CONDOMINIUM operated by the ASSOCIATION or to any property owned by the ASSOCIATION. Upon the adoption of any such special ASSESSMENT or ASSESSMENT for an emergency, the BOARD shall determine the amount of same required to be paid by any UNIT OWNER, which shall be in the same proportion as a UNIT OWNER'S share of the COMMON EXPENSES of the CONDOMINIUM for which the ASSESSMENT applies, and shall notify the appropriate UNIT OWNERS of the amount of their ASSESSMENTS, and when and where same shall be paid. The specific purpose or purposes of any special ASSESSMENT or ASSESSMENTS for emergencies adopted by the BOARD shall be set forth in a written notice of such ASSESSMENT sent or delivered to each UNIT OWNER. The funds collected pursuant to a special ASSESSMENT or ASSESSMENTS for emergencies shall be used only for the specific purpose or purposes set forth in such notice, or returned to the UNIT OWNERS. However, upon completion of such specific purpose or purposes, any excess funds shall be considered COMMON SURPLUS.

7.02.03 The ASSOCIATION shall maintain an ASSESSMENT roll for each UNIT of each CONDOMINIUM operated by the ASSOCIATION, designating the name and current mailing address of the UNIT OWNER, the amount of each ASSESSMENT against such UNIT OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the UNIT OWNER, and the balance due.

7.03 Depositories. The funds of the ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the BOARD.

7.04 Application of Payments and Commingling of Funds. All sums collected by the ASSOCIATION from ASSESSMENTS may be commingled in a single fund or divided into more than one fund, as determined by the BOARD.

7.05 Accounting Records and Reports. The ASSOCIATION shall maintain accounting records for each CONDOMINIUM it operates, according to good accounting practices. The records shall be open to inspection by UNIT OWNERS and INSTITUTIONAL MORTGAGEES or their authorized representatives, at reasonable times, and written summaries of the reports shall be supplied at least annually to the UNIT OWNERS or their authorized representatives. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the ASSESSMENT roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct an audit of the accounts of the ASSOCIATION by a public accountant, and if such an audit is made, a copy of the report shall be furnished to each member or their authorized representative, within fifteen days after same is completed.

7.06 Reports. Within sixty (60) days following the end of the fiscal year of the ASSOCIATION, the BOARD shall mail or furnish by personal delivery to each UNIT OWNER a complete financial report of actual receipts and expenditures for the previous twelve months. The report shall show the amounts of receipts by account and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to, the following: (i) security, (ii) professional and management fees and expenses, (iii) taxes, (iv) costs for recreational facilities, (v) expenses for refuse collection and utilities services, (vi) expenses for lawn care and maintenance, (vii) cost for building maintenance and repair, (viii) insurance costs, (ix) administrative and salary expenses, and (x) general reserves, maintenance reserves, and depreciation reserves. Any INSTITUTIONAL MORTGAGEE has the right to receive such reports upon request to the ASSOCIATION.

8. PARLIAMENTARY RULES.

8.01 Roberts' Rules of Order (latest edition) shall govern the conduct of the ASSOCIATION meeting when not in conflict with any DECLARATION, the ARTICLES or these BYLAWS.

9. AMENDMENTS.

Except as otherwise provided, these BYLAWS may be amended in the following manner:

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

9.02 Initiation. A resolution to amend these BYLAWS may be proposed either by any director, or by or at the direction of ten (10%) percent or more of the members of the ASSOCIATION. No BYLAW shall be revised or amended by reference to its title or number only. Proposals to amend existing BYLAWS shall contain the full text of the BYLAWS to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw _____ for present text." Nonmaterial errors or omissions in the BYLAW process shall not invalidate an otherwise properly promulgated amendment.

9.03 Adoption of Amendments.

9.03.01 A resolution for the adoption of the proposed amendment shall be adopted either: (a) by unanimous vote of all of the directors; or (b) by not less than a majority of the votes of the entire membership of the ASSOCIATION. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

9.03.02 Notwithstanding anything contained herein to the contrary, until a majority of the BOARD is elected by UNIT OWNERS other than the DEVELOPER, these BYLAWS may be amended by a majority vote of the BOARD without the vote or approval of the members of the ASSOCIATION.

9.04 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the

members and the joinder of all record owners of mortgages upon the UNITS. No amendment shall be made that is in conflict with the CONDOMINIUM ACT, a DECLARATION, or the ARTICLES. Prior to the closing of the sale of all UNITS that will be ultimately operated by the ASSOCIATION, including UNITS in all phases in a CONDOMINIUM as contemplated by its DECLARATION, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DEVELOPER, unless the DEVELOPER shall join in the execution of the amendment, including, but not limited to, any right of the DEVELOPER to appoint directors.

9.05 No amendment to these BYLAWS shall be made which discriminates against any UNIT OWNER(S), or affects less than all of the UNIT OWNERS within a CONDOMINIUM, without the written approval of all of the UNIT OWNERS so discriminated against or affected. No amendment to these BYLAWS shall be made which would discriminate against, or affect, the future rights of any UNIT OWNER in any CONDOMINIUM which may be constructed on any portion of the property described in Exhibits "A" and "B" of the ARTICLES without the written approval of the owner of the property on which the CONDOMINIUM(S) so discriminated against or affected may be constructed.

9.06 Execution and Recording. No modification of, or amendment to, the BYLAWS shall be valid until recorded in the Public Records of the County in which the CONDOMINIUM is located.

10. RULES AND REGULATIONS. From time to time the BOARD may enact rules and regulations governing the details of the operation and use of the COMMON ELEMENTS, not in conflict with the CONDOMINIUM ACT, any DECLARATION, the ARTICLES or these BYLAWS. Any such rule or regulation may be enforced by the ASSOCIATION against any member of the ASSOCIATION. Any such rule or regulation may be repealed, but not modified or amended, by a vote of the members, and any such rule or regulation repealed by the members may not be reenacted by the BOARD without the approval of a majority of the members. However, the members shall not have the right to enact any rule or regulation.

11. MISCELLANEOUS.

11.01 Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

11.02 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.03 Conflicts. In the event of any conflict, the CONDOMINIUM ACT, any other statute, any DECLARATION, the ARTICLES, these BYLAWS, and the Rules and Regulations of the ASSOCIATION shall govern, in that order.

11.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

11.05 Waiver of Objections. The failure of the BOARD or any officers of the ASSOCIATION to comply with any terms and provisions of any DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a

member of the ASSOCIATION within ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

11.06 Voluntary Arbitration of Disputes. In the case of any internal dispute arising from the operation of the CONDOMINIUM among UNIT OWNERS, ASSOCIATIONS, and their agents and assigns, the parties may submit such dispute for arbitration to the Division of Florida Land Sales and Condominiums of the Department of Business Regulation, as provided by Florida Statute §718.1255(1982).

The undersigned, being the President and the Secretary/Treasurer of THE VILLAGES OF SEAPORT CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, hereby certify the foregoing Bylaws have been adopted as the Bylaws of the ASSOCIATION, with the unanimous approval of the members of the ASSOCIATION.

President

Secretary/Treasurer