EXHIBIT D TO DECLARATION

BYLAWS OF VIA LAGO AT HANGING MOSS CONDOMINIUM ASSOCIATION, INC

Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County.

XV. Rules and Regulations

The Board of Directors may, from time to time, promulgate rules and regulations , modify, amend or add to such rules and regulations regarding the use and maintenance of the Units and Common Elements (including Limited Common Elements) as may be deemed necessary and appropriate to assure the enjoyment of all Members and to prevent the unreasonable use of such areas, provided, however, that subsequent to the date control of the Board is turned over by the Developer to Members other than the Developer, Members holding a majority of the Voting Interest may overrule the Board with respect to any such promulgated rules and regulations, and modifications, amendments or additions thereto. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Member not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

XVI. Certificate of Compliance

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety codes.

XVII. Construction

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

XVIII. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

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BYLAWS

OF

VIA LAGO AT HANGING MOSS CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY

1.01 These are the Bylaws of **VIA LAGO AT HANGING MOSS CONDOMINIUM ASSOCIATION, INC.** (the **"Association"**), a corporation not-for-profit incorporated under the laws of the State of Florida and organized for the purpose of administering that certain condominium located in Orange County, Florida (the **"County"**), and known as **Via Lago at Hanging Moss, a Condominium** (the **"Condominium"**).

1.02 Principal Office. The principal office of the Association shall be at 237 S. Westmonte Drive, Suite 111, Altamonte Springs, Florida 32714, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

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

1.04 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida" the words "Corporation Not For Profit" and the year of incorporation.

II. DEFINITIONS

For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles" or "Articles of Incorporation." The other terms used in these Bylaws shall have the same definition and meaning as those set forth in the Declaration for the Condominium or the Articles, unless herein provided to the contrary, or unless the context otherwise requires.

III. MEMBERS

3.01 Members. Membership in the Association shall be determined in accordance with the Articles of Incorporation and shall automatically cease upon the termination of a vested interest in fee title in a Unit as provided in the Articles of Incorporation. Such membership may be evidenced by the issuance of a membership certificate, which shall be deemed automatically canceled when the membership terminates as provided herein and in the Articles.

3.02 Annual Meeting. The annual Members ' meeting shall be held at on the date and at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. Unless determined otherwise by the Board of Directors, the annual meeting shall be held at (i) the principal office of the Association; or (ii) such other place within Seminole County as designated by the President of the Association. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members. The first annual meeting shall be held on the first Tuesday that is not a state or national holiday in the month of March following the year in which the Declaration is recorded in the Public Records of Seminole County, Florida.

3.03 Special Meetings. Special Members ' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary (1) upon receipt of a written request from a majority of the Members of the Association, (2) to approve, in the manner provided herein, an annual budget requiring regular annual Assessments exceeding 115% of the regular annual Assessment for the preceding fiscal year, (3) to approve, in the manner provided herein, a Special Assessment against the Units, and (4) to recall a member or members of the Board of Directors. The business conducted at a special meeting of the Members shall be limited to that stated in the notice of the special meeting.

3.04 Notice of Meeting; Waiver of Notice. Notice of all meetings of Members, if any, shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member, if any (unless waived in writing). Each notice shall be written or printed and shall incorporate an identification of agenda items and shall state the time, place of and purpose for which the meeting is called. Notice of the annual meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed to each Member. Such notice shall be deemed properly given when deposited in the United States mail, addressed to the Member at his post office address, as it appears on the records of the Association, with postage thereon, prepaid. 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 in accordance with this provision, to each Member at the address last furnished to the Association. Each notice shall, in addition, be posted at a conspicuous place in the Condominium at least fourteen (14) continuous days prior to said meeting. Upon notice to all Members, the Board shall, by duly adopted rule, designate a specific location on the Condominium Property, upon which all notices of Member meetings shall be posted. If any meeting of the Members can not be held because a quorum is not present or because a greater percentage of the Voting Interest required to constitute a quorum for a particular purpose is not present, wherever the latter percentage may be required as set forth in the Articles, the Bylaws or the Declaration, 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. The

attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representatives) attendance is for the expressed purpose of objecting at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called.

3.05 Quorum. A quorum at a Members meeting shall be attained by the presence, either in person or by proxy, of one third (1/3) of the Voting Interest in good standing. A simple majority of all Voting Interests present in person or by proxy at a meeting where a quorum is present shall decide any question brought before the meeting, except when otherwise required by the Condominium Act, Declaration, Articles of Incorporation or these Bylaws.

3.06 Voting.

(a) Number of Votes. Except as provided in paragraph 3.11 hereof, in any meeting of Members, each Member shall be entitled to cast one vote for each Unit owned, with only one vote being cast for each Unit regardless of the number of record Owners of the Unit (**"Voting Interest"**). The Voting Interest appurtenant to a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the Voting Interests present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Members", and "majority of the Members", shall mean a majority of the Voting Interests and not a majority of the Members themselves and shall further mean more than fifty percent (50%) of the then total authorized Voting Interest present in person or by proxy and voting at any meeting of the Members at which a quorum is required and shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the Voting Interests and not of the Members themselves.

(c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of Members. If a Unit is owned by more than one person, 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 according to the roster of Members and filed with the Secretary of the Association (**"Voting Certificate"**). Such person need not be a Member, nor one of the joint Owners. If a Unit is owned by a corporation or other entity, the person entitled to cast the vote for the Unit shall be designated by a Voting Certificate signed by an appropriate officer of the entity and filed with the Secretary of the Association. Such person need not be a Member. Those Voting Certificates shall be valid until revoked or until superseded by a subsequent Voting Certificate or until a change in the ownership of the Unit concerned. A Voting Certificate designating the person entitled to cast the vote for a Unit may be revoked by any record Owner of an undivided interest in the Unit. If a Voting Certificate designating the person entitled to cast the vote for a Unit for which such Voting Certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose,

and the total number of authorized votes in the Association shall be reduced accordingly until such Voting Certificate is filed, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be a Member. In the event a husband and wife do not designate a voting Member, the following provisions shall apply:

(i) If both 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).

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

(iii) If both are present at a meeting and concur, either one may cast the Unit vote.

3.07 Proxies. Votes may be cast in person, by limited proxy and not by general proxy unless specifically permitted in *Chapter 718, Florida Statutes*. Specifically, limited proxies shall be used for votes taken to waive or reduce reserves; votes taken to amend the Declaration, Articles or Bylaws; and for any other matter for which *Chapter 718, Florida Statutes*, requires or permits a vote of the Members. General proxies may be used for other matters for which limited proxies are not required and as otherwise authorized by applicable law. In addition to the use of limited proxies, general proxies may also be used for the purpose of obtaining a quorum. Limited proxies may not be used in electing the members of the Board, except in the case of recall, as provided for under *Rule 61B-23.0026, Florida Administrative Code*. A proxy may be made by any person entitled to vote, but shall not be valid except for the specific 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 is revocable at any time at the pleasure of the Member executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit and filed with the Secretary before the appointed time of the meeting. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. If this provision is not made, substitution is not authorized.

3.08 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, a majority of the Voting Interests present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting; provided, however, in no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable at any time at the pleasure of the person executing it.

3.09 Order of Business. If a quorum has been attained, the order of business at annual Members ' meeting, and if applicable, at other Members ' meetings (which order may be changed or waived, in whole or in part, by direction of the Chairman), shall be:

(a) ballots not yet cast shall be collected;

(b) call to order by the President;

(c) appointment by the President or chairman of the meeting (who need not be a Member or a director);

(d) proof of notice of the meeting or waiver of notice;

(e) reading of minutes;

(f) reports of officers;

(g) reports of committees;

(h) appointment of inspectors of election;

(i) determination of number of Directors to be elected;

(j) election of Directors;

(k) unfinished business;

(l) new business;

(m) adjournment.

3.10 Minutes of Meeting. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

3.11 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members (or persons authorized to cast the vote of any such Members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members (or authorized person) entitled to vote thereon were present and voted. Within ten (10) days after

obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

IV. DIRECTORS

4.01 Membership. The business of the Association shall be conducted by a Board of Directors which shall consist of no fewer than three (3) persons until the first annual meeting of Members after Turnover and no fewer than five (5) or more than nine (9) persons after the first annual meeting of Members after Turnover, and in no case shall there be an even number of Directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Except for Directors appointed by the Developer, Directors must be Members.

4.02 Election of Directors. The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.

(b) Candidates for the Board of Directors must give written notice to the Association not less than 40 days before a scheduled election.

(c) Except for those appointed or elected by the Developer, each director shall be (i) a Member of the Association; or (ii) a person exercising the rights of a Member who is not a natural person. All directors shall act without compensation unless otherwise provided by resolution of the membership. The election of directors shall be by written ballot or voting machine. Proxies shall in no event by used in electing the Board at general elections or to fill vacancies caused by resignation or otherwise, provided, however, that limited proxies may be used to fill a vacancy resulting from the recall of a director, in the manner provided by the rules of the Division. Elections shall be decided by a plurality of those ballots and votes cast. A Member (other than Developer) elected to the Board of Directors shall hold office for a term of one (1) year until the first annual meeting subsequent to the election of such Member and thereafter, subject to annual re-election.

4.03 Vacancies and Removals.

(a) Except as to vacancies resulting from removal of Directors by recall (as addressed in subsections 4.3.2 and 4.3.3 below), vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by a majority vote of the remaining Directors at any Board meeting (even if the remaining Directors constitute less than a quorum), provided that only the Developer may vote, in person or by limited proxy, to fill a vacancy on the Board previously occupied by a Director elected or appointed by the Developer.

(b) Any Director elected by the Members (other than the Developer) may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Voting Interests. A special meeting of the Members to recall a Director or Directors may be called by 10 percent of the Voting Interests giving notice of the meeting as required for a meeting of Members, and the notice shall state the purpose of the meeting. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Members) shall constitute the resignation of such Director.

(c) When both the Developer and other Members are entitled to representation on the Board of Directors, pursuant to *Section 718.301, Florida Statutes* or *Rule 61B-23.003, Florida Administrative Code*, the recall and replacement of Board Members elected or appointed by the Developer and the recall and replacement of Board Members elected or appointed by Members other than the Developer shall be as provided for in *Rule 61B-23.0026, Florida Administrative Code.*

4.04 Term. Except as provided herein to the contrary, the term of each Director ' s service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided.

4.05 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and shall be properly noticed as called for in section 718.112, Florida Statutes.

4.06 Regular Meetings. 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 telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Members and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours continuously in advance for the attention of the Members of the Association, except in the event of an emergency. Notwithstanding the foregoing, written notice of any meeting at which non-emergency Special Assessments, or at which amendment to rules regarding Unit use, will be considered, shall be mailed or delivered to the Members and posted conspicuously on the Condominium Property not less than 14 days prior to the meeting. Evidence of compliance of the 14 day notice shall be made by an affidavit executed by the person providing the Notice and filed among the Official Records of the Association. Notice of any meeting in which Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

4.07 Special Meetings. Special meeting of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (a) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than

three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Members and notice of a special meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours continuously in advance for the attention of the Members of the Association, except in the event of an emergency.

4.08 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.09 Quorum. A quorum at Directors ' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Agreement or Disagreement with any Action Taken. A member of the Board of Directors or a committee created by the Board of Directors may submit, in writing, his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

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

4.13 Order of Business. If a quorum has been attained, the order of business at Directors ' meetings (which order may be waived in whole or in part by direction of the presiding officer) shall be:

(a) proof of due notice of meeting;

(b) reading and disposal of any unapproved minutes;

(c) reports of officers and committees;

(d) election of officers;

(e) unfinished business;

(f) new business;

(g) adjournment.

4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.15 Committees.

(a) The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more Committees comprised of a least one director which, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association and the Condominium. However, the designation of such Committees and the delegation of authority thereto shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed by law.

(b) Other Committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such Committee shall be Association Members, and the President of the Association shall appoint the members thereof.

(c) The Board of Directors may appoint a Committee to be known as the Dispute Committee, which shall initially hear and recommend the disposition of disputes by and between Members, or between Members and the Board and/or officers of the Association. In the event that a member of the Dispute Committee is a party to a dispute, such member shall be replaced temporarily by another Member appointed by the Board.

(d) Any party to a dispute may submit in writing to the Board of Directors a request for the convening of the Dispute Committee, and the Board shall at its earliest convenience convene the Dispute Committee and establish a time and place for hearing the dispute, serving a copy of the written request upon all interested parties by hand delivery or return receipt mail. All parties so served shall be required to attend such hearing, subject to the right of the Dispute Committee to adjourn in the event of illness or other satisfactory reason for inability to attend. The Dispute Committee within ten (10) days after a hearing shall file a written report with the Board of Directors containing its recommendations, serving a copy of the written report on all interested parties by hand delivery or by return receipt mail. The Board shall then consider the recommendation of the Dispute Committee and take such action as its deems appropriate to the extent its jurisdiction permits. The purpose of the Dispute Committee is to establish a vehicle for

disposal of minor disputes and grievances in an expeditious manner. The Dispute Committee is not intended to be vested with such rights and powers as would preclude any aggrieved party from seeking judicial redress.

(e) Each member of a Committee shall serve until the next annual Member meeting and until his successor in appointed, unless (i) the Committee is terminated; (ii) such member is removed by the persons authorized to appoint such member, or (iii) such member shall cease to qualify as a member thereof.

(f) One member of each Committee shall be appointed chairman by the persons authorized to appoint the members thereof.

(g) Vacancies in the membership of any Committee may be filled by appointments made in the same manner as provided for original appointments.

(h) Unless otherwise provided in the resolution of the Board of Directors designating a Committee, a majority of the entire Committee shall constitute a quorum, and the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the Committee.

(i) Each Committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board of Directors. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power **(a)** to determine the Common Expenses required for the affairs of the Condominium, **(b)** to determine the Assessments payable by the Members to meet the Common Expenses of the Condominium, **(c)** to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or **(d)** to exercise any of the powers set forth in paragraphs (g) and (p) of Section 5 below.

(j) The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

4.16 Proviso.

(a) Notwithstanding anything to the contrary contained in this Article IV or otherwise, the Board shall consist of no less than three (3) directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Members other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the

Association; whereupon, the Members other than the Developer shall then be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Members other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors **(i)** three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; **(ii)** three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; **(iii)** when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or **(iv)** when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or **(v)** seven years after the date of recordation of the Declaration of Condominium, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

(b) The Developer may turn over control of the Association to Members other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days ' notice of Developer ' s decision to cause its appointees to resign is given to Members, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Developer refuse or fail to assume control. Within seventy-five (75) days after the Members other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days ' notice of a meeting of the Members to elect such member or members of the Board of Directors. The meeting may be called and the notice given by any Members if the Association fails to do so.

(c) At the time the Members other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association. Simultaneously, the Developer shall deliver to the Association all property of the Members and of the Association held or controlled by the Developer, except that financial records shall be delivered no more than ninety (90) days after the election. Such property includes, but is not limited to, the following items, if applicable:

(i) the original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration;

(ii) a certified copy of the Articles of Incorporation of the Association;

(iii) a copy of the Bylaws of the Association;

(iv) the minute books, including all minutes, and other books and records of the Association;

(v) any rules and regulations which have been adopted;

(vi) resignations of resigning officers and Board members who were appointed by the Developer;

(vii) the financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of turnover. The records shall be reviewed by an independent certified public accountant. The minimum report required shall be a review which must be in accordance with generally accepted standards as defined by the Board of Accountancy. Said accounting shall include a review of all supporting documents and records including cash disbursements and related paid invoices to determine if expenditures were for association purposes and the billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments;

(viii) Association funds or the control thereof;

(ix) all tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property;

(x) a copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components servicing the Improvements and the Condominium Property, with a certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property;

(xi) a list of the names and addresses, of which the Developer had knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the Improvements and in the landscaping of the Condominium or Association Property;

(xii) insurance policies;

(xiii) copies of any certificates of occupancy which may have been issued for the Condominium Property;

(xiv) any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Members take control of the Association;

(xv) all written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective;

(xvi) a roster of Members and their addresses and telephone numbers, if known, as shown on the Developer's records;

(xvii) leases of the Common Elements and other leases to which the Association is a party, if applicable;

(xviii) employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Members have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service;

(xix) all other contracts to which the Association is a party.

4.17 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board of Directors by the Members. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

(a) operating and maintaining the Common Elements;

(b) determining the expenses required for the operation of the Condominium and the Association;

(c) establishing and collecting the Assessments and Special Assessments from Members;

(d) employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements;

(e) adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Members to overrule the Board as provided in Section 13 hereof;

(f) maintaining bank accounts on behalf of the Association and designating the signatories required therefor;

(g) purchasing, leasing or otherwise acquiring Units or other real or personal property in the name of the Association, or its designee;

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

(i) selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee;

(j) conveying a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, expanding rights-of-way or other public purposes, whether by negotiation or as a result of eminent domain proceedings;

(k) organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property;

(l) obtaining and reviewing insurance for the Condominium Property;

(m) making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise;

(n) enforcing obligations of the Members, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium;

(o) levying fines against appropriate Members for violations of the rules and regulations established by the Association to govern the conduct of such Members;

(p) purchasing or leasing Units for use by resident superintendents and other similar persons;

(q) borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on, or security interests in, Association Property; provided, however, that the consent of the Members having at least two-thirds (2/3) of the Voting Interest shall be required for the borrowing or acquisition in a single transaction of any sum in excess of Fifty Thousand Dollars ($50,000.00), or in the aggregate during any 12-month period in excess of One Hundred Fifty Thousand Dollars ($150,000.00), subject to annual CPI increases as more particularly

provided in the Declaration. If any sum borrowed or expended by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph 4.17 is not repaid by the Association, a Member who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Members 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, or which will affect, such Member ' s Unit; provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer is offering Units for sale in the ordinary course of business;

(r) contracting for the management and maintenance of the Condominium Property and authorizing a managing agent (who 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, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association;

(s) at its discretion, authorizing Members or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use;

(t) exercising all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Act; all powers incidental thereto; and all other powers of a Florida corporation not for profit;

(u) if provided for in the Declaration, imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units, not to exceed the maximum amount permitted by law in any one case;

(v) contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

4.18 Liability and Indemnification. Directors shall not be liable to the Members for any mistake of judgment, and shall be liable only for their own individual willful misconduct or bad faith. The Members shall indemnify and hold harmless each director against all contractual liability arising out of contracts made on behalf of the Association, unless such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Directors shall have no personal liability with respect to any contract made on behalf of the Association.

V. OFFICERS

5.01 Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. Each officer shall be elected annually by the Board of Directors at the first director meeting following the annual Member meeting, and shall hold office until his successor shall have been elected and duly qualified, unless removed by the Board. Officers (other than those appointed by Developer) must be Members of the Association or a person exercising the membership rights of a Member who is not a natural person. All officers shall act without compensation unless otherwise provided by resolution of the membership.

5.02 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

5.03 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

5.04 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving 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 shall affix it to instruments requiring the 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 the secretary of an association and as may be required by the Directors or the President.

5.05 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences 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 of Directors for examination at reasonable times. He shall submit a treasurer ' s report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors. At the discretion of the Board of Directors, the Treasurer's functions may be delegated to a financial institution located in the County.

5.06 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.03 hereof and by law.

5.07 Removal. Any officer may be removed by a majority vote of the Board of Directors called for that particular purpose, and the vacancy shall be filled by a director's election at the same meeting.

VI. COMPENSATION

Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

VII. RESIGNATIONS

Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignations shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

VIII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

8.01 Budget.

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504[21] of the Act, if applicable), determine the amount of Assessments payable by the Members to meet the expenses of the Condominium and allocate and assess such expenses among the Members in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of each reserve item. Reserves shall not be required if the Members of the Association have, by a majority vote at a duly called meeting of Members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

(i) **Notice of Meeting**. A copy of the proposed budget of Common Expenses shall be mailed to each Member not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Members.

(ii) **Special Membership Meeting**. If a budget is adopted by the Board of Directors which requires Assessments against such Members in any fiscal year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after the adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of the Voting Interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. Each Member shall be given at least fourteen (14) days prior written notice of said meeting. At the special meeting, Members shall consider the adoption of a budget. The adoption of said budget shall require a vote of Members having not less than fifty percent (50%) of all Voting Interests (including Voting Interests held by the Developer).

(iii) **Determination of a Budget Amount**. In determining whether a budget requires Assessments against Members in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.

(iv) **Proviso**. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of a majority of the Voting Interests (including Voting Interests held by the Developer).

(v) **Adoption by Membership**. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 8.1.1 above, the Board of Directors may call a special meeting of Members for the purpose of considering and adopting a budget, which meeting shall be called and held in the manner provided for such special meetings in subsection 8.01(a)(2).

8.02 Assessments. Assessments against Members for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly or quarterly installments, as determined by the Board, on such Assessments shall be due

upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 8.01 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (of quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

8.03 Charges. Charges by the Association against Members for other than Common Expenses shall be payable in advance. These charges may be collected at the same time as Common Expenses. Charges may include, without limitation, charges for the use of portions of the Condominium Property, maintenance services furnished at the expense of a Member, other services furnished for the benefit of a Member, fines, damages and other sums due from such Member, any and all charges and fees which the Association is responsible or entitled to collect from some, but not all Members for the cost of repair, replacement, maintenance or insurance of Limited Common Elements, or for any other purpose permitted herein.

8.04 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days notice is given to the Members concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.

8.05 Depository. The depository of the Association shall be such bank or banks in the State 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 those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association shall be maintained separately in the Association ' s name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately, and a commingled account shall not, at any time, be less than the amount identified as reserve funds.

8.06 Acceleration of Installments Upon Default. If a Member shall be in default in the payment of an installment of Assessments, the Board of Directors or its agent may accelerate Assessments of a Member delinquent in payment of such Assessments. Accelerated Assessments shall be due and payable on the date the claim of lien for such Assessments is filed. Such accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

8.07 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance

policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

8.08 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to the rules setting forth uniform accounting principals and standards adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes of The Department of Business and Professional Regulation. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty-one (21) days after the financial report is completed or received by the Association from the third party, the Association shall mail to each Member at the address last furnished to the Association by the Member, or hand deliver to each Member, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Member, without charge, upon receipt of a written request from the Member. The financial statements for the Association shall meet the requirements as set forth in section 718.111(13)(a), (b) or (c) Florida Statutes, as amended, whichever is applicable. The Association, by vote of the Members, may exercise any other options available to the Association, as provided for in section 718.111(13) Florida Statutes. At a minimum, the financial statements for the Association shall be a report of cash receipts and expenditures of the Association for the preceding fiscal year, which shall disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the Association maintains reserves. All financial reports and financial statements for the Association shall be open to inspection by Members or their authorized representatives at reasonable times:

8.09 Application of Payment. All payments made by a Member shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

8.10 Notice of Meetings. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

IX. MANAGER AND EMPLOYEES

The Board of Directors may employ the services of a manager and other employees and agents to actively manage, operate, and care for the Condominium Property, and may specify such powers, duties, and compensation as the Board may deem appropriate and provide by resolution. Manager, employees and agents shall serve at the pleasure of the Board of Directors.

X. FINES

The Association may charge reasonable fines in such amounts as set forth, from time to time in its rules and regulations against a Unit for the failure of the Owner of the Unit or its occupant, licensee or invitee to comply with any provisions of the Declaration, the Bylaws or rules and regulations adopted by the Association. However, such fines shall not become liens against the Units, nor shall such fines exceed the maximum amount permitted by law for each infraction. No fine shall be levied against an Owner, his occupant, licensee or invitee until:

10.01 The party against whom the fine may be levied is afforded an opportunity for hearing before a committee of Unit Owners after reasonable notice of not less than fourteen (14) days, which notice shall include:

(a) A statement of the date, time and place of the hearing;

(b) A statement of the provisions of the Declaration, Bylaws, or rules which have allegedly been violated; and

(c) A short and plain statement of the matters asserted by the Association.

10.02 The party against whom the fine may be levied shall have an opportunity to respond, present evidence, and provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The fine shall not be levied if the committee disagrees with the fine.

XI. ARBITRATION

In addition to the provisions of the Declaration requiring mediation of disputes, pursuant to Florida Statutes Section 718.1255, disputes arising from the operation of the Condominium among Members, the Association, and their agents and assigns shall be submitted for mandatory, non-binding arbitration in accordance with the regulations of the Division of Florida Lands Sales, Condominiums and Mobile Homes.

XII. ROSTER OF MEMBERS

Each Member shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information for all purposes until notified in writing of changes therein as provided above. Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

XIII. PARLIAMENTARY RULES

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

XIV. AMENDMENTS

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

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

14.02 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third of the Members of the Association. Board Members not present in person at the meeting considering the amendment, and Members of the Association not present in person or by proxy, may express their approval or disapproval in writing, but the writing shall not be used to establish a quorum for the meeting or as a vote for or against the action. The approval must be by not less than a majority of the total Voting Interests of the Association in good standing. No modification of or amendment to the Bylaws shall be valid unless set forth in or annexed to an amendment to the Declaration and duly recorded in the public records of Seminole County in the manner provided in the Declaration. The Developer shall have the rights set forth in the Declaration regarding amendments to the Bylaws and Articles. Notwithstanding the foregoing, no amendment to the Declaration, the Bylaws, Articles of Incorporation, or the rules and regulations of the Association may be adopted which in any way alters or modifies the rights, obligations, benefits or provisions relating to the Developer or mortgagees of Units, as the same are set forth in the foregoing documents, without the prior written consent thereto by the Developer and the mortgagees. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

14.03 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the