

EXHIBIT "E" TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNSHINE TERRACE, A CONDOMINIUM

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BYLAWS OF  
SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC.

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OF  
SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC.  
A Florida Nonprofit Corporation

ARTICLE I

GENERAL

Section 1 - The Name. The name of the nonprofit corporation shall be SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC.

Section 2 - Principal Office. The principal office of the Association shall be 1456 Duncan Avenue South, Clearwater, Florida 33516 or at such other place as may be subsequently designated by the Board of Administration.

Section 3 - Definition. As used herein, the term "Association" shall be the equivalent of "Association" as defined in the Declaration of Condominium of SUNSHINE TERRACE, A CONDOMINIUM, and all other words as used herein shall have the same definitions as attributed to them in said Declaration of Condominium.

ARTICLE II

DIRECTORS

Section 1 - Qualification. Directors need not be members of the Association. Provided, however, that from the time the initial Board of Directors is changed, at least one of the Directors shall always be a member.

Section 2 - Number and Term. The number of Directors who shall constitute the whole Board of Administration shall be three (3) and shall be elected in accordance with Section 1 of this Article. There shall be three classes of Directors to be known as Class 1, Class 2 and Class 3, respectively, with one Director in each class. The name and post office address of each Director and the class to which he belongs is as follows:

<u>Name</u>	<u>Class</u>	<u>Address</u>
Ann Harris	1	617A Cleveland Street Suite #1 Clearwater, FL 33515
Linda Crawford	2	1456 Duncan Avenue South Clearwater, FL 33516
Tom R. Waite	3	337 La Hacienda Dr. Indian Rocks Beach, FL 33535

The term of office of the Class 1 Director named above shall expire at the first annual meeting; the term of the Class 2 Director shall expire at the second annual meeting; and the term of the Class 3 Director shall expire at the third annual meeting. Upon expiration of the terms of office of the Directors as classified above, their successors shall be elected for the term of three years each, so that one-third of the number of Directors of the Corporation shall be elected annually. At least one of the Directors elected shall be a resident of the State of Florida and a citizen of the United States.

Section 3 - Vacancy and Replacement. If the office of any Director (or Directors) becomes vacant by reason of death, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a Special Meeting of Directors duly called for this purpose shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 4 - Removal. Any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a Member of Members of the Board of Administration may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

Section 5 - First Board of Administration. The Directors of the first active Board of Administration shall hold office and exercise all powers of the Board of Administration until replaced pursuant to Chapter 718.301, Florida Statutes, anything herein to the contrary notwithstanding; provided any or all of said Directors shall be subject to replacement in the event of death, as provided above.

Section 6 - Powers. The property and business of the Association shall be managed by the Directors of the Board of Administration who may exercise all powers not specifically prohibited by Statutes, the Declaration, or these Bylaws. The powers of the Board of Administration shall specifically include, but not be limited to, the following items:

(a) To make and collect assessments and establish the time within which payment of same are due.

(b) To use and expend the assessments collected; to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.

(c) To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

(d) To enter into and upon the units when necessary at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

(e) To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Administration may deem advisable.

(f) To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these Bylaws and the terms and conditions of the Declaration.

(g) To contract with any person, firm or entity for the operation, maintenance or repair of the Condominium property. Provided, however, that any such contracts shall not be in conflict with the powers and duties of the Association nor the rights of unit owners as provided in the Condominium Act and these enabling documents. Upon the unanimous consent of the Members, the Members shall serve in the capacity of manager and perform the services of the manager.

(h) To make reasonable rules and regulations for the occupancy of the condominium parcels. Provided, however, said Directors of the Board of Administration shall only act in the name of the Association when it shall be regularly convened after due notice to all Directors of such meeting.

(i) Within sixty (60) days following the end of the fiscal or calendar year or annually on such date as is otherwise provided in the Bylaws of the Association, the Board of Administration of the Association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to the following:

- (1) Cost for security;
- (2) Professional and management fees and expenses;
- (3) Taxes;
- (4) Cost for recreation facilities;
- (5) Expenses for refuse collection and utility services;
- (6) Expenses for lawn care;
- (7) Cost for building maintenance and repair;
- (8) Insurance costs;
- (9) Administrative and salary expenses; and
- (10) General reserves, maintenance reserves, and depreciation reserves.

(j) The power to allocate a common surplus, if any, as it sees fit.

#### Section 7 - Meetings.

(a) The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Directors of the Board of Administration shall be held at the place where the general Members' meeting is, and immediately after the adjournment of same.

(b) No notice of the Directors of the Board of Administration meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Directors of the Board of Administration shall be required.

(c) Special meetings of the Board may be called by the President on five (5) days' notice to each Director. Special Meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of one (1) Director.

(d) Notwithstanding the requirements as to notice contained above, all meetings of the Directors of the Board of Administration of the Association shall be open to the Members of the Association and notices of such meetings stating the place and time thereof shall be posted conspicuously at least forty-eight (48) hours prior to any such meeting to call the Members attention thereto; provided, however, in the event of an emergency, such notice shall not be required. 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.

(e) At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of said Directors present at any meeting at which there is a quorum shall be the act of the Board of Administration, except as may be otherwise specifically provided by Statute or by these Bylaws. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

(f) The minutes of all meetings of unit owners and the Board of Administration shall be kept in a book available for inspection by unit owners, 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.

Section 8 - Order of Business. The order of business in all meetings of the Board shall be within the discretion of the Board.

Section 9 - Annual Statement. The Board will present, not less often than at the annual meetings, and when called for by a vote of the Members, at any special meeting of the Members, a full and clear statement of the business and condition of the Association.

### ARTICLE III

#### OFFICERS

Section 1 - Executive Officers. The executive officers of the Association shall be a President, Vice President, Treasurer and Secretary, all of whom shall be elected annually by the Board and all of whom shall be Members of the Association. As provided in this Article and the Articles of Incorporation, the offices of Secretary and Treasurer may be united in one (1) person.

Section 2 - Election. The Directors of the Board of Administration at its first meeting after each annual Members' meeting shall elect a President, a Vice President, a Treasurer and a Secretary.

Section 3 - Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected by the Board of Administration may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Administration.

#### Section 4 - The President.

(a) The President shall be the chief executive officer of the Association, shall preside at all meetings of the Members and Directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

(b) The President shall execute bonds, mortgages, and other contracts, requiring a seal, under the seal by the Association, except where the same is required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Directors of the Board of Administration to other officers of agents of the Association.

Section 5 - The Vice President. The Vice President shall, in the absence of the President, assume the power and responsibility of the President.

Section 6 - The Secretary. The Secretary shall issue notices of all Board of Administration meetings and all meetings of the unit owners, shall attend and keep the minutes of the same, shall have charge of all of the Association's books, records and papers except those kept by the Treasurer, and shall have custody of the seal of the Association.

Section 7 - The Treasurer. The Treasurer shall have the following duties:

(a) Keep custody of the Association funds and securities, keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Administration. The books shall reflect an account for each unit in the manner required by the Condominium Act.

(b) Disburse the funds of the Association as may be ordered by the Board or the Members in accordance with these Bylaws, making proper vouchers for such disbursements, and render to the President and Board of Administration at the regular meeting of the Board, or whenever so requested, an account of all of his transactions as Treasurer and of the financial condition of the Association.

(c) Collect the assessments and promptly report the status of collections and of all delinquencies to the Board.

(d) Perform all other duties incident to the office of Treasurer.

Section 8 - Vacancies. If the office of any Directors, or of the President, Vice President, Secretary, Treasurer or one or more becomes vacant by reason of death, disqualification or otherwise, the remaining Directors, by a majority vote of the Directors of the whole Board of Administration, provided for in these Bylaws, may choose a successor or successors who shall hold office for the unexpired term.

#### ARTICLE IV

##### MEMBERSHIP

Section 1 - Transfers. Transfers of membership shall be made on the books of the Association, and notice of acceptance of such transferee as a Member of the Association shall be given in writing to such transferee by the President and Secretary of the Association. Transferor, in such instance, shall automatically be no longer a Member of the Association. Membership in the Association may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the Declaration.

Section 2 - Voting Members. In any meeting of Members, each unit owner shall be entitled to one (1) vote for each unit owned; provided, however, in the case of co-owners, the co-owners collectively shall be entitled to one (1) vote for that unit.

(a) If a unit is owned by one (1) person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under

lease, 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 and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file before the meeting, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

(b) Votes may be cast in person or by written proxy given to another unit owner. Any proxy given shall be effective only 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 shall be revocable at any time at the pleasure of the unit owner executing it. A proxy must be filed with the Secretary twenty-four (24) hours before the appointed time of a meeting. The Board of Administration may, from time to time, prescribe a form of proxy.

## ARTICLE V

### MEETINGS OF MEMBERSHIP

Section 1 - Place. All meetings of the Association's membership shall be held at the office of the Association, or such other place as may be stated in the notice.

Section 2 - Annual Meeting. Regular annual meetings shall be held at a date, time and place to be determined by the Board of Directors for the purpose of transacting any business authorized to be transacted by the Members.

### Section 3 - Special Meetings.

(a) Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, shall be called by the President or Secretary at the request, in writing, of ten (10) of the Members. Such request shall state the purpose or purposes of the proposed meeting.

(b) Business transacted at all special meetings shall be confined to the agenda items stated in the notice thereof.

Section 4 - Vote Required to Transact Business. Notwithstanding anything contained herein to the contrary, when all Members are present at any meeting, their majority vote shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes or of these Bylaws, a different vote is required, in which such case such express provision shall govern and control the decision of such question. At any time the Members cannot reach such agreement on a question properly in consideration by them, a special meeting of the Board of Administration shall be called by the President as provided herein, and the matter shall be decided by a majority vote of the entire Board of Administration.

Section 5 - Quorum. Fifty-one percent (51%) of the total number of members of the Association present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the



transaction of business, except as otherwise provided by statute, or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6 - Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by any provision of the Florida Statutes or of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of Members may be dispensed with if Members who would have been entitled to vote upon the action of such meeting if such meeting were held, shall consent in writing to such action being taken.

Section 7 - Minutes. The minutes of all meetings of unit owners and the Board of Administration shall be kept in a book available for inspection by unit owners, 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.

## ARTICLE VI

### NOTICES

Section 1 - Definition. Whenever, under the provisions of the Florida Statutes or of these Bylaws, notice is required to be given to any Director or Member, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid, seal wrapper addressed as appears on the books of the Association.

Section 2 - Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes or of these Bylaws, 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 deemed the equivalent thereof.

Section 3 - Notice. Written notice of any annual or special meeting of Members, stating time, place and objective thereof, shall be served upon or mailed to each Member entitled to vote there at such address as appears on the books of the Association. As to any annual meeting, fourteen (14) days' advance written notice shall be given to each Member, and, in addition, such notice shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to such meeting. As to any special meeting, five (5) days' advance written notice shall be given to each Member.

Section 4 - Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the project or any unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage



held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

## ARTICLE VII

### FINANCES

Section 1 - Fiscal Year. The fiscal year shall begin the first day of January in each year. The Board of Administration is expressly authorized to change this fiscal year at any time in the convenience of the Association.

Section 2 - Checks. All checks or demands for money of the Association shall be signed by any one of the following officers: President, Vice President, Secretary or Treasurer, or such other person or persons as the Board may from time to time designate. All notices or other obligations of the Association shall be signed by the President and the Secretary of the Association.

## ARTICLE VIII

### INSURANCE

The insurance other than title insurance that shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

Section 1 - Authority purchase; named insured. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

### Section 2 - Coverage.

(a) Casualty. All buildings and improvements upon the land of this condominium shall be insured in an amount equal to one hundred percent (100%) of their current replacement cost, excluding foundation, underground utilities and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. The Board of Directors may cause the insurable property to be appraised periodically for the purpose of establishing insurance values. The cost of appraisal shall be a common expense. Such coverage shall afford protection against:

(1) Loss or damage. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Other risks. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief. Flood insurance shall be provided as a common expense in the minimum amount required by law.

(b) Public liability. Public liability in the amount of \$500,000/\$1,000,000/\$100,000 or such greater amount and with physical injury and such other coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and nonowned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner or others.

(c) Worker's Compensation. Worker's Compensation policy to meet the requirements of law.

(d) Other insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

Section 3 - Premiums. Premiums upon insurance policies insuring this condominium which are purchased by the Association shall be paid by the Association as a common expense chargeable as part of the budget expenses of this condominium.

Section 4 - Insurance Trustee. All insurance policies purchased by the Association for this condominium shall be for the benefit of the Association and the unit owners of this condominium and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to a bank or corporation in Pinellas County, Florida with trust powers, which trustee is referred to in this instrument as the "Insurance Trustee". The Insurance Trustee shall be entitled to receive a reasonable fee for services rendered herein and the budget shall include that amount in estimating the annual insurance premiums. In the event that the Board of Directors is unable to agree upon a Trustee, then the President of the Association shall become the Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners of this condominium and their mortgages in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common elements. Proceeds on account of damage to common elements shall be distributed to the Trustee as an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit, except in regard to limited common elements which shall be allocated for this purpose as units under Section 4, subparagraph (b).

(b) Units. Proceeds on account of damage to units shall be held in the following undivided shares:

(1) When the building is to be restored. When the building is to be restored for the owners of damaged units, the cost shall be paid in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(2) When the building is not to be restored. When the building is not to be restored, an undivided share for

each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

Section 5 - Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the trust. All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(d) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or other authorized officer as to the names of the unit owners and their respective shares of the distribution.

Section 6 - Association as agent. Except as otherwise required by the Condominium Act or the Bylaws of the Association, the Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 7 - Fidelity Bonds.

(a) General. Blanket fidelity bonds shall be required to be maintained by the Association for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. If the Association delegates some or all of the responsibility for the handling of funds to a management agent, bonds will be required for officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association.

(b) Amount of coverage. The total amount of fidelity bond coverage shall be based upon the best business judgment of the Association and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association with the management agent, as the case may be, at any given time during the term of each bond. Provided, however, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all units plus reserve funds.

(c) Other requirements. Fidelity bonds required herein must meet the following requirements:

(1) Fidelity bonds shall name the Association as an obligee.

(2) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions.

(3) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense.

(4) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association or to the Insurance Trustee and each Servicer on behalf of FNMA.

Section 8 - Deductibility. Whenever the maintenance, repair and replacement of any items for which the owner of a unit is obligated to maintain, repair or replace at his own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association or by the Insurance Trustee shall be used for the purpose of making such maintenance, repair or replacement. Provided, however, that said unit owner shall be, in such instance, required to pay such portion of the cost of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

## ARTICLE IX

### RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1 - Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed and repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Building.

(1) Partial destruction. In the event of partial destruction, if any unit is found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Total destruction. In the event of total destruction, if none of the units in the building are found by the Board of Directors of the Association to be tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or other authorized officer to determine whether or not the damaged property is to be reconstructed or repaired.

Section 2 - Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not so in accordance, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the building, by the owners of not less than seventy-five (75%) percent of the common elements of the condominium and by the owners of all damaged units in the building, which approval shall not be unreasonably withheld.

Section 3 - Responsibility. If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

Section 4 - Estimate of costs. Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

Section 5 - Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged units, or in the case of limited common elements, own the units to which the limited common elements are appurtenant, and against all unit owners of this condominium in the case of damage to common elements other than limited common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to units and limited common elements shall be in proportion to the cost of reconstruction and repair to their respective units and appurtenant limited common elements. Such assessments on account of damage to common elements (other than limited common elements) shall be in proportion to the owner's share in the common elements.

Section 6 - Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than Five Thousand Dollars (\$5,000.00), then the sums paid upon such assessments shall be deposited by

the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against the unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association -- lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Five Thousand Dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association -- major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than Five Thousand Dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement as to the unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be the insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or other authorized officer as to any or all such matters and stating that the sums to be paid are due and properly payable stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further



provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

## ARTICLE X

### SEAL

Section 1 - Association Seal. The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "non-profit incorporated". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, reproduced or otherwise.

## ARTICLE XI

### DEFAULT

Section 1 - Default in Payments. In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its behalf or through the Board of Administration, or a manager acting of behalf of the Association, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a Receiver if it so requests. In lieu of foreclosing its lien, the Association may, through its Board of Administration, or manager acting in behalf of the Association, or in its own behalf, bring suit to recover a money judgment for sums, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a condominium parcel owner, the losing defendant shall pay the costs thereof, together with a reasonable attorney's fee, including that incurred on appeal.

If an action of foreclosure is brought against the owner of a condominium parcel for the nonpayment of monies due the Association, and as a result thereof the interest of the said owner in and to the condominium parcel is sold, then, at the time of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

Section 2 - Violation of Declaration of Condominium. In the event of violation of the provisions of the enabling Declaration, restrictions and Bylaws, as the same are now or may hereafter be constituted, the Association, on its own behalf, or through the Board of Administration, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages, or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorney's fee and court costs, including that incurred on appeal. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and regardless of the intent of all owners of condominium parcels to give to the Association a method and procedure which will enable it at all times to operate on a



businesslike basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

## ARTICLE XII

### REGISTERS

Section 1 - Register. The Secretary of the Association shall maintain a register in the Association office showing the names and addresses of Members.

Section 2 - Mortgage Retainer. The Association shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to, notify the Association in writing of the pledge or mortgage. In the event notice of default is given any Member, under an applicable provision of the Bylaws, or the Declaration, copy of such notice shall be mailed to the registered pledgee or mortgagee.

## ARTICLE XIII

### SURRENDER

Section 1 - Repossession of Unit. In the event of the legal termination of a membership and of the occupancy rights thereunder, the Member or any other person or persons in possession by or through the right of the Member, shall promptly quit and surrender the owned unit to the Association in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the Association shall have the right to re-enter and to repossess the condominium unit. The Member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of the County of Pinellas, State of Florida, or the United States of America.

## ARTICLE XIV

### ASSESSMENTS

Section 1 - Assessments. Assessments shall be paid by each Member in accordance with the annual budget. Assessments shall be made against unit owners monthly in an amount not 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. If for any reason the estimate proves to be in excess of the Association's needs, the balance shall be retained by the Association in its account in reduction of the next ensuing year's expenses. However, in the event said estimate is less than the actual economic needs of the Association, the Members shall hold a special meeting to adjust the budget accordingly and assess the members accordingly.

## ARTICLE XV

### ANNUAL BUDGET

Section 1 - Annual Budget. The annual budget for common expenses for the condominium shall be adopted by the Directors of the Board of Administration of the Association. A copy of the proposed budget of common expenses shall be mailed, by regular mail, to the unit owners at least thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of such meeting. Such meeting shall be open to the unit owners. A copy of the proposed budget for the first fiscal

year is attached hereto and marked Exhibit "G" to the Prospectus and has been approved by the majority of the members.

In the event the annual budget which requires assessments against unit owners in any fiscal or calendar year exceeds one hundred fifteen (115%) percent of such assessment for the preceding year, upon written application of the Board of Administration of the Association by at least ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days' written notice, by regular mail, to each unit owner nor more than thirty (30) days after the delivery of such application to the Board of Administration. At such special meeting, the unit owners may consider and enact a revision of the budget or recall any and all members of the Board of Administration and elect their successors. Any revision of the annual budget or the recall of any and all members of the Board of Administration shall require a vote in the manner described in this paragraph of not less than a majority of all of the unit owners and not of just those present at the special meeting.

In determining whether assessments exceed one hundred fifteen percent (115%) of assessments for prior years, there shall be excluded from the computation any provision for reasonable reserves made by the Board of Administration with respect to the repair or replacement of the condominium property or with respect to anticipated expenses of the Association which are not expected to be incurred on a regular or annual basis and there shall be excluded from such computation, assessments for betterments to the condominium property.

As long as the Developer is in control of the Board of Administration, said Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without the approval of a majority of the unit owners.

As an alternative to the methods for adjusting the annual budget, the Board of Administration may propose the budget to the unit owners at a meeting of the Association, or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of all of the unit owners in writing, such budget shall not thereafter be re-examined by the unit owners.

Section 2 - Reserve Accounts. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This subsection shall not apply to budgets in which the members of an association have by a majority vote at a duly called meeting of the Association determined for a fiscal year to provide no reserves or reserves less adequate than required by this section.

#### ARTICLE XVI

#### MINUTES OF MEETING

Minutes of all meetings of the Association and the Board of Administration shall be kept in a businesslike manner and be made available for inspection by unit owners and Board Members at all reasonable times.

ARTICLE XVII

OFFICERS' AND DIRECTORS' SALARIES

No officers or Directors shall, for reason of his office, be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or Director from receiving any compensation from the Association for any duties other than as an officer or Director.

ARTICLE XVIII

OBLIGATIONS OF UNIT OWNERS AND USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists:

Section 1. Each unit owner shall promptly pay the assessment levied by the Association.

Section 2. In no event shall occupancy (except for occasional rental or temporary occupancy of guests) exceed four (4) persons. Under no circumstances may more than one (1) family reside in a condominium unit at one time. Families or words of similar import used herein shall be deemed to include spouses, parents, parents-in-law, children and grandchildren. Without limiting the generality of this paragraph, units shall be occupied by no more than five (5) persons, including children, if the same is being used as a vacation rental unit.

Section 3. Parking spaces may be used only for the parking of passenger cars, station-wagons, bicycles or tricycles. All other vehicles shall be permitted to be parked only upon the written approval of the Association.

Section 4. No nuisances shall be allowed upon the condominium property nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

Section 5. No unit owner shall annoy others with unreasonable noises or odors.

Section 6. All parts of the condominium shall be kept in a sanitary and clean condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

Section 7. No electrical device creating unusual electrical overloading or interference with radio or TV sets of others may be used in the units or common elements without the permission of the other unit owners.

Section 8. All garbage must be placed in plastic bags and sealed before depositing said garbage directly into the dumpsters. Boxes or bulky containers must be broken and compacted before depositing same into dumpsters. The unit owners shall deposit all garbage in the dumpsters or other trash collection facilities provided by the Association and shall be prohibited from placing private garbage cans on the common elements.

Section 9. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies for maintenance, modifications or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

Section 10. No unit owner shall show any sign, advertisement or notice of any type on the common elements or his unit. There shall be no "for sale" or "for rent" signs in any form or size placed inside or outside of the windows of a unit or attached to the curtains or blinds or any part of the interior or exterior of the condominium unit or on the common elements. The Association can post a sign for the purpose of unit owners selling or renting their units and said sign shall be erected in an area designated by the Association. This paragraph does not impose any restrictions on the Developer while there are unsold units.

Section 11. Children under the age of sixteen (16) shall not be permitted to reside on the premises.

Section 12. Each unit owner is responsible for the leasing or rental of his unit and acknowledges that no representations have been made by the Developer or the Association or any member thereof regarding the feasibility of the purchase of his unit for an investment or lease purpose.

Section 13. Each unit may have cable TV, if available, which shall constitute a limited common element. There shall not be any exterior antenna for either radio or TV or for any broadcasting or receiving equipment. The cost of the cable TV can be charged to the Association if approved by the Association, and each unit will be responsible for reimbursement of the monthly charge for each activated unit within his apartment, but any additional charges for becoming a member of Home Box Office or other similar broadcasting system shall be billed directly to the unit owner and not collected by the Association. In addition, any and all hookup charges shall be the responsibility of the individual unit owner. If cable TV is not available the Association shall have the right to erect and maintain a master antenna system and include cost of same in the annual budget.

Section 14. Original unit owners may keep dogs (weighing 15 lbs. or less), cats or birds provided that they are not kept, bred or maintained for any commercial purposes and so long as said pets do not constitute a nuisance to the other unit owners. Dogs must remain on a leash when outside the condominium unit. All pets must use the designated sanitary areas. In the event the unit owner of said pet(s) receives written notice from the Association that his pet constitutes a nuisance, for any reason whatsoever, the owner of said pet(s) shall immediately remove them from the condominium property. Persons occupying a unit as lessees or vacation rental tenants shall not be permitted to maintain pets in their unit or on any condominium property at any time. All pets shall be registered with the Association.

Upon the death of the pet of an original unit owner, no replacement pet shall be allowed. No unit owners or other persons other than the original purchaser of a unit shall be allowed to have a pet.

Section 15. No unit owner shall place or install any colored, reflecting or solar material on any windows without written approval of the Association. All shades, venetian blinds, inside shutters or other inside window treatments facing the exterior of the building must be of neutral or off-white color.

Section 16. No use of the condominium property shall be made which violates any of the terms and conditions contained herein or that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.

Section 17. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered

necessary by his negligence or by that of any member of his family or his or their guests, employees, agent, lessees or vacation rental tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the unit owner or the Association.

Section 18. No window air conditioning units, window fans, or exhaust fans shall be installed in a unit.

Section 19. No rugs or mops shall be shaken or hung from or on any of the windows, doors, deck railings or balconies. No clothes, sheets, blankets, towels, bathing suits, laundry or any other kind of articles shall be hung out of a unit or exposed on the common elements.

Section 20. Sidewalks, balconies and entrance ways shall be kept clear of all obstructions at all times.

Section 21. Each unit owner shall permit the Board of Directors of the Association, or any of them, or the agents and employees of the Association, to enter the owner's unit for the purpose of maintenance, inspection, repair and replacement of improvements made in accordance with the requirements of this Declaration.

Section 22. Reasonable, uniform rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors and/or members of the Association, in the manner provided by the Articles of Incorporation and/or these Bylaws. Copies of such rules and regulations and amendments shall be furnished to all unit owners and residents of the condominium upon request. Each unit owner shall conform to and abide by the Bylaws and uniform rules and regulations of the Association which have been or are adopted concerning the condominium property and each unit owner shall see that all persons using the owner's property, by, through or under him, does likewise.

Section 23. In any proceeding arising because of the alleged failure of a unit owner to comply with the terms of this Declaration as it may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

Section 24. The failure of the Association to enforce any covenant, restriction or other provision of this Declaration shall not constitute a waiver of the right to do so thereafter.

#### ARTICLE XIX

##### TRANSFER OF ASSOCIATION CONTROL

Section 1. When unit owners, other than Developer owns fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners, other than Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners, other than Developer, shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed by fifty percent (50%) of the units that will be operated ultimately by the Association, three (3) months after sales have been closed by Developer of ninety percent (90%) of the units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by Developer in the ordinary course of business, or when some of the units have been sold to purchasers and none of the others are being con-

structed or offered for sale by Developer in the ordinary course of business, whichever comes first. Developer is entitled to elect at least one member of the Board of Administration of the Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%), in condominiums with fewer than 500 units, and two percent (2%), in condominiums with more than 500 units, of the units in a condominium operated by the Association.

Section 2. Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and give not less than thirty (30) days' or more than forty (40) days' notice of, a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

Section 3. If Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by Developer:

(a) Assessment of Developer as a unit owner for capital improvements.

(b) Any action by the Association that would be detrimental to the sales of units by Developer; however, an increase in assessments for common expenses without discrimination against Developer shall not be deemed to be detrimental to the sales of units.

Section 4. Prior to, or not more than sixty (60) days after, the time that unit owners other than Developer, elect a majority of the members of the Board of Directors of the Association, Developer shall relinquish control of the Association, and the unit owners shall accept control. Simultaneously, Developer shall deliver to the Association all property of the unit owners and the Association held or controlled by Developer, including, but not limited to, the following items, if applicable, as to each condominium operated by the Association:

(a) The original, a certified copy, or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by Developer or officer or agent of Developer as being a true and complete copy of the actual recorded Declaration; Bylaws, minute books and other books and records of the Association, if any; and any house rules and regulations which may have been promulgated; and a certified copy of the Association's Articles of Incorporation.

(b) Resignations of officers and members of the Board of Directors who may be required to resign for reason of the requirement that Developer relinquish control of the Association.

(c) 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 in accordance with generally accepted accounting standards as defined by rule of the Board of Accountancy. The accountant performing the review shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related



records to determine that the Developer was charged and paid the proper amounts of assessments.

(d) Association funds or control thereof.

(e) All tangible personal property that is presented by Developer to be part of the common elements, that is ostensibly part of the common elements, or that is property of the Association, and inventories of these properties.

(f) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the condominium and in the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of Developer, its agents or of an architect or engineer authorized to practice in the State of Florida that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in and about the construction and installation of the mechanical components serving the improvements. In the event that the condominium property shall have been declared a condominium more than three (3) years after the completion of the construction of the improvements, then the requirements of this subparagraph (f) shall not apply.

(g) Insurance policies.

(h) Copies of any certificates of occupancy which may have been issued on the condominium property.

(i) Any other permits issued by governmental bodies applicable to the condominium property and which are currently in force or were issued within one (1) year prior to the date upon which the unit owners other than Developer took control of the Association.

(j) All written warranties of the contractor, subcontractors, suppliers and manufacturers that are still effective.

(k) A roster of unit owners and their addresses and telephone numbers, if known, as shown on Developer's records.

(l) Leases of the common elements and other leases to which the Association is a party.

(m) Employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the unit owners 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 services.

(n) Other contracts in which the Association is one of the contracting parties.

Section 5. Developer reserves the right to transfer control of the Association at any time after the first unit is sold.

#### ARTICLE XX

##### AMENDMENT OF BYLAWS

The Bylaws of the Association may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the Members by a majority vote of the Members of the Association, and provided that notice of said membership meeting has been given in accordance with these



Bylaws, and that the notice as aforesaid contained a full statement of the proposed amendment; or in the event of disagreement among the Members, then a special meeting of the Board of Administration should be called as provided herein and such modification or amendment shall be made only upon the approval of a majority vote of the entire Board of Administration. No modification or amendment to the Bylaws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium. 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. Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment. Notwithstanding the foregoing, there shall be no amendment which shall adversely affect the rights granted to the mortgagee as defined in the Declaration of Condominium and these Bylaws.

## ARTICLE XXI

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, whenever the context so requires. Should any of the covenants herein imposed become unenforceable at law, or in equity, the remaining provision of this instrument shall, nevertheless, be and remain in full force and effect.

Approved by SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC.

ATTEST:

Secretary  
Secretary

SUNSHINE TERRACE CONDOMINIUM  
ASSOCIATION, INC.

By: President  
President