

BOOK: 4024  
PAGE: 2644

BY-LAWS  
OF  
SEAWINDS CONDOMINIUM ASSOCIATION OF ORMOND BEACH, INC.

TABLE OF CONTENTS

<u>Paragraph No.</u>	<u>Contents</u>
1	Identity
2	Members
3	Members Meetings
4	Directors
5	Powers and Duties of the Board of Directors
6	Officers
7	Fiscal Management
8	Parliamentary Rules
9	Amendments
10	Information
11	Contracts
12	Lenders Notices
13	Conflicts

EXHIBIT 4

THESE BY-LAWS ARE EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM

9.3 Amendments Prior to Transfer of Control of Association.

Notwithstanding the provisions of paragraph 9.2 hereof, until the first election of the members of the board of directors by Unit Owners, as provided in the Articles of Incorporation of the Association and these By-Laws, proposal of an amendment and approval thereof shall require only the affirmative vote of all the directors at any regular or special meeting thereof.

9.4 Execution and Recording. Each amendment shall be executed by the president of the Association and certified by the secretary and, to be effective, it and an amendment to the Declaration shall be recorded in the Public Records of Volusia County, Florida.

10. Information. The Association shall make available to the members, lenders, and to holders, insurers or guarantors of any first mortgage current copies of the Declaration, By-Laws, Rules and Regulations of the Association and the books, records and financial statements of the Association. "Available" means available for inspection, upon request during normal business hours or under other reasonable circumstances. Any holder of a mortgage on a Unit is entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

11. Contracts. The Association, prior to passage of control from the Developer to the Directors elected by the members, shall not be bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days notice to the other party.

12. Lenders Notices. Upon written request to the Association identifying the name and address of the holder of any mortgage encumbering a unit, or any insurer or guarantor of such mortgage, and the unit number and address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

Book: 4024  
Page: 2664

BOOK: 4022  
PAGE: 2665

(b) Any 60 day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.

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

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

13. Conflicts. In the case of any conflicts between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

14. Arbitration. The Association and unit owners shall agree to and shall resolve disputes as described in Florida Statutes 718.1255 by mandatory non-binding arbitration as described in such statute. Prior to the institution of court litigation regarding such disputes, the parties to a dispute shall petition the Division of Condominiums for non-binding arbitration. Such arbitration shall be conducted in accordance with the regulations of the Division and in accordance with the Florida Statutes 718.1255.

THIS IS TO CERTIFY that the foregoing were duly adopted as the By-Laws of SEAWINDS CONDOMINIUM ASSOCIATION OF ORMOND BEACH, INC., a Florida Corporation not for profit, at the first meeting of the board of directors held on July 6, 1995.

SEAWINDS CONDOMINIUM ASSOCIATION OF ORMOND BEACH, INC.

By: [Signature]  
Tyree F. Wilson, Jr., President

Attest: [Signature]  
Robert L. Hillman, Secretary

BOOK: 4024  
PAGE: 2666  
Diane M. Matousek  
Volusia County, Clerk of Court

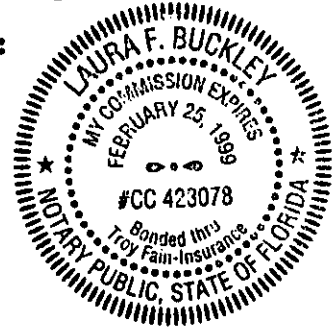
STATE OF FLORIDA )  
COUNTY OF VOLUSIA )

SS:

The foregoing instrument was acknowledged before me this 6<sup>th</sup>  
day of July, 1995, by TYREE F. WILSON, JR. and ROBERT L.  
WILLMAN, both personally known to me and who are the President and  
Secretary, respectively of SEAWINDS CONDOMINIUM ASSOCIATION OF ORMOND BEACH,  
a Florida corporation not for profit, on behalf of the corporation.

Laura F. Buckley  
Notary Public - State of Florida

My Commission Expires:



BY-LAWS  
OF  
SEAWINDS CONDOMINIUM ASSOCIATION OF ORMOND BEACH, INC.  
A CORPORATION NOT FOR PROFIT  
UNDER THE LAWS OF THE STATE OF FLORIDA

BOOK: 4024  
PAGE: 2645

1. Identity. These are the By-Laws of SEAWINDS CONDOMINIUM ASSOCIATION, OF/ ORMOND BEACH, INC. hereinafter Association, a corporation not for profit under the laws of the State of Florida, organized to provide an entity pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter Condominium Act, for the purpose and with the powers described in its Articles of Incorporation and with the powers described herein.

1.1 Office. The principal office of the Association shall be at 1460 Ocean Shore Boulevard, Ormond Beach, Florida, 32176, but the Association may maintain offices and transact business in such other places within Volusia County and the State of Florida as may from time to time be designated by the Board of Directors. However, the official records of the Association shall be maintained in Volusia County, Florida or within fifty (50) miles of the condominium if maintained in another County. The records of the Association shall be made available to a unit owner within five (5) working days after receipt of written request by the Board or its designee. This Paragraph may be complied with by having a copy of the Official Records of the Association available for inspection or copying on the condominium property or Association property.

2. Members.

2.1 The members of the Association shall consist of all Unit Owners of Condominium Parcels in Seawinds Condominium. No person holding any lien, mortgage or other encumbrance upon any Condominium Parcel shall by virtue of such lien, mortgage or other encumbrance be a member of the Association, except if such person acquires record title to a Condominium Parcel pursuant to foreclosure or any proceeding in lieu of foreclosure in which cases such person shall be a member upon acquisition of record title to a Condominium Parcel.

BOOK: 4022  
PAGE: 2646

2.2 Membership shall be acquired by recording in the Public Records of Volusia County, Florida, a deed or other instrument establishing record title to a Condominium Parcel in Seawinds Condominium, and the membership of the prior owner being thereby terminated, provided, however, any person who owns more than one Condominium Parcel shall remain a member of the Association so long as record title is retained to any Condominium Parcel.

2.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Condominium Parcel.

3. Member Meetings.

3.1 Annual Meeting. The annual meeting of the members shall be held at a place named in the notice on the Third Wednesday in March at 4:00 P.M. of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members, provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

3.2 Special Meetings. Special meetings of the members shall be held whenever called by a majority of the Board of Directors and must be called by the Board of Directors upon receipt of a written request from a majority of the members entitled to vote at an Association meeting, except as otherwise provided in the Declaration, the Articles of Incorporation and these By-Laws for special meetings to consider amendments, and except as otherwise provided in the Condominium Act. A special meeting shall be called by the Board of Directors upon written application of 10% of the voting interests of the Association regarding (a) a budget in which proposed assessments exceed 115% of the assessments for the preceding year, or (b) a recall of a member or members of the Board.

3.3 Notice. Notice of all member meetings, including the annual meeting, stating the time and place and the object for which the meeting is called shall be given to each unit owner at least fourteen (14) continuous days prior to such meetings. Such notice shall be given in writing to each member at his ADDRESS as it appears

BOOK: 4024  
PAGE: 2647

on the books of the Association, and shall be mailed by regular mail. When a unit is owned by more than one person, the Association shall provide notice for meetings and all other purposes to that one address which the Developer initially identifies for that purpose, and thereafter, as one or more of the owners of the unit shall so advise the Association in writing, or if no address is given, or the owners of the unit do not agree, to the address provided on the deed of record. Notice of meetings shall be posted conspicuously on the condominium property not less than fourteen (14) continuous days preceding such meeting. Upon notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the condominium property upon which all notices of unit owner meetings shall be posted. An officer of the Association, or the manager, or such other person providing notice of the Association meeting shall provide an affidavit or U.S. Postal Service Certificate of Mailing to be included in the Official Records of the Association affirming that the notice was mailed or hand delivered to each unit owner at the address last furnished to the Association.

3.4 Quorum. A quorum of members at meetings shall consist of a majority of the members entitled to vote. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Condominium Act, the Declaration, the Articles of Incorporation or the Association, or these By-Laws.

3.5 Voting.

(a) Number of Votes. There shall be one vote for each Condominium Unit.

(b) Designation Certificate. If a Condominium Parcel is owned by one member, he shall cast the vote of the Condominium Parcel. If any Condominium Parcel is owned by more than one member, the member entitled to cast the vote for the Condominium Parcel shall be designated by a certificate signed by all of the Unit Owners of the Condominium Parcel, which Certificate shall be filed with the secretary of the Association. If a Condominium Parcel is owned by a

member which is a corporation, the party entitled to cast the vote for the Condominium Parcel shall be designated by a certificate signed by the president or vice 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 Condominium Parcel concerned. A certificate designating the member entitled to cast the vote of a Condominium Parcel may be revoked by any Unit Owner of the Condominium Parcel. In the absence of such certificate, a corporate officer of a Condominium Unit owned by a corporation, or a Unit Owner or Owners in attendance of a properly noticed Association meeting shall be entitled to cast the vote for the Condominium Unit, unless the Association receives at such meeting or prior to such meeting written notice of a dispute among the Owners of such Unit regarding the person authorized to cast such vote. In the case of such dispute, the vote appertaining to such Condominium Unit shall not be considered in determining the requirements of a quorum or for any other purpose until a certificate as described above is on file with the Association.

3.6 Proxies. Unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Condominiums. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or By-Laws as described herein; and for any other matter for which a vote of the unit owner is required or permitted. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this Paragraph, unit owners may vote in person at unit owner meetings. A proxy may be made by any member entitled to vote and shall be valid only for the



particular meeting designated in the proxy and must be filed with the secretary before the appointed time of the meeting. A proxy delivered to the Association for use at a meeting of the Association shall be signed by the person designated by the Designation Certificate described in Paragraph 3.5(b) above. If no Designation Certificate is on file with the Association, a proxy tendered to the Association on behalf of a Unit Owner shall be accepted for use at such meeting unless written notice to the Association objecting to the use or validity of such proxy is received by the Association from any co-owner of, as to an individually owned unit, or from another corporate officer of as to a Unit owned by a corporation, or from another partner as to a Unit owned by a partnership.

3.7 Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy may adjourn the meeting from time to time until a quorum is present.

3.8 Order of Business. The order of business at annual members meetings and as far as practical at other members meetings shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of Notice of Meeting or Waiver of Notice.
- (c) Reading and dispersal of any unapproved minutes.
- (d) Reports of Officers.
- (e) Reports of Committees.
- (f) Appointment of Inspectors of Election.
- (g) Election of Directors
- (h) Unfinished Business.
- (i) New Business.
- (j) Adjournment.

3.9 Minutes. Minutes of all meetings of members shall be kept in a business-like manner and shall be available for inspection by members of their authorized representatives and by board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven years.

4. Directors.

4.1 Membership. Except for the initial board of directors, as provided in the Articles of Incorporation of the Association, all members of the board of directors shall be members of the Association.

4.2 Election of Directors. Election of directors shall be conducted in the following manner, subject, however, to the provisions of Subsections (1) and (2) of Section 301 of the Condominium Act:

(a) Election of directors shall be held at the annual meeting of the members, except as otherwise provided below.

(b) The Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board, either in general elections or to fill vacancies caused by recall, resignation or otherwise.

(c) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including a regularly published newsletter, to each unit owner entitled to vote, a first notice of the date of the election. The Board shall hold a meeting within five (5) days after the deadline for a candidate to provide notice to the Association of intent to run. At this meeting, the Board shall accept additional nominations. Any unit owner or other eligible person may nominate himself, or may nominate another unit owner or eligible person, if he has permission in writing to nominate the other person. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election. Not less than thirty (30) before the election, the Association shall then mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot which shall list all candidates.

(d) Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches which must be furnished by the candidate not less than thirty-five (35) days before the election to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the

Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates.

(e) Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirements; however, at least twenty percent (20%) must cast a ballot in order to have a valid election of the members of the Board of Directors.

(f) No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. The regular election shall occur on the date of the annual meeting.

(g) Except as to vacancies created by removal of directors by members pursuant to the Condominium Act, vacancies in the Board of Directors occurring between annual meetings of members shall be filled at a meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. Any director elected to fill a vacancy shall serve until the expiration of the term of the director, the vacancy in whose position he was elected to fill.

4.3 Transfer of Control. The first election of members of the Board of Directors by members of the Association shall take place within 75 days of the date that unit owners other than the Developer own fifteen percent (15%) or more units in the Condominium. At such meeting the unit owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Association's Board of Directors.

Unit owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of Directors in the number and in the manner provided in Section 718.301, Florida Statutes, provided, however, in any event, Developer shall transfer control of the association to the unit owners no later than the earlier of the following events:

(a) Three years after fifty percent (50%) of the units that will be operated ultimately by the association have been conveyed to Purchasers;

(b) Three months after ninety percent (90%) of the units that will be operated ultimately by the association have been conveyed to Purchasers;

(c) When all 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;

(d) 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;

(e) Four months after seventy-five percent (75%) of the units in the project have been conveyed to Purchasers; or

(f) Three years following conveyance of the first unit to a Purchaser.

(g) Seven years after recordation of the Declaration of Condominium.

As used in the preceding sentence, the term "control" means the right of the Developer to control the Association, the Association Board, the project, or the unit owners in any manner except through votes allocated to units it owns on the same basis as votes pertaining to sold units.

4.4 Term. Except for the initial board of directors, as provided in the Articles of Incorporation of the Association, the term of each director's service shall extend until the next annual meeting of the members.

4.5 Organization Meeting. The organization meeting of a newly-elected board of directors shall be held within ten days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4.6 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, at least three days prior to the day named for

such meeting.

4.7 Special Meetings. Special meeting of the directors may be called by the president and must be called by the secretary at the written request of a majority of the directors. Not less than three days 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.

4.8 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

4.9 Quorum. At directors meetings a quorum 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 required by the Condominium Act, the Declaration, the Articles of Incorporation of the Association or these By-Laws.

4.10 Adjourned Meetings. If at any 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. Notice of the rescheduled meeting must be posted conspicuously on the Condominium property at least 48 continuous hours in advance, except in an emergency. If such adjourned meeting is to consider assessments for any reason, notice of such rescheduled meeting shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.11 Presiding Officer. The presiding officer of the directors meetings shall be the president of the Association. In the absence of the president the directors present shall designate one of their number to preside.

4.12 Directors' Fees. Directors shall serve without compensation.

4.13 Minutes. Minutes of all meetings of directors shall be kept in a business-like manner and shall be available for inspection by members or their authorized representatives and by board

members at all reasonable times. The Association shall retain these minutes for a period of not less than seven years.

4.14 Open Meetings. Meetings of the board of directors and any committee thereof at which a quorum of the members of that committee are present, shall be open to all members, and adequate notice of all meetings, which notice shall specifically incorporate and identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight hours preceding the meeting except in an emergency. For the purposes of this Paragraph, "committee" means a group of board members, unit owners or board members and unit owners appointed by the Board to make recommendation to the Board regarding the Association budget or take action on behalf of the Board. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Any unit owner may tape record or video tape meetings of the Board. The right to attend such meetings includes the right to speak out at such meetings with reference to all designated agenda items. However, written notice of any meeting at which non-emergency special assessments or at which amendment to rules regarding unit use will be considered, discussed or approved, shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (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.

5. Powers and Duties of the Board of Directors. The powers and duties of the Association existing under the Condominium Act, the Declaration, the Articles of Incorporation of the Association and these By-Laws shall be exercised by the board of directors, its agents, contractors or employees, subject only to approval by members where such approval is specifically required.

6. Officers.

6.1 Officer and Election. The officers of the Association shall be a president who shall be a director, a vice president, who

BOOK: 4022  
Page: 2654

Book: 4024  
Page: 2655

shall be a director, a treasurer and a secretary, all of whom shall be elected annually by the board of directors at their organization meeting, except for the initial officers, who shall serve as provided in the Articles of Incorporation of the Association. There may also be such assistant secretaries and assistant treasurers as the board of directors may from time to time determine. Any person may hold two or more offices except that the same person shall not hold the office of president and vice president, nor shall the president or a vice president also be a secretary or an assistant secretary. Any officer may be removed peremptorily by a vote of a majority of the directors present at any duly constituted meeting.

6.2 President. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of a corporation, including but not limited to the power to appoint committees from among the members from time to time, as he, in his sole discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

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

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of notice to the members and directors and other notice required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of a corporation and as may be required by the directors or the president. The assistant secretary, if any, shall perform the duties of the secretary when the secretary is absent, and shall otherwise assist the secretary.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of a treasurer. The assistant treasurer, if any, shall perform the duties of the treasurer when the treasurer is absent, and shall otherwise assist the treasurer.

6.6 Compensation. The compensation, if any, of all officers of the Association shall be fixed by the board of directors, provided however, that the initial officers, as provided in the Articles of Incorporation of the Association, shall not be entitled to any compensation. Nothing herein shall be construed so as to prohibit or prevent the board of directors from employing any director or officer as an employee of the Association at such compensation as the board of directors shall determine, nor shall anything herein be construed so as to preclude the board of directors from contracting with a director or officer or with any corporation in which a director or officer or with any corporation in which a director or officer of the Association may be a stockholder, officer, director or employee, for services related to the operation of the Condominium or the Association, for such compensation as shall be mutually agreed between the board of directors and such officer or director.

6.7 Complaints. When a unit owner files a written complaint by certified mail with the Board of Administration, the Board shall respond to the unit owner within thirty (30) days of receipt of the complaint. The Board shall give a substantive response to the complainant, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Bureau of Condominiums within the Division of Florida Land Sales, Condominiums and Mobile Homes. The failure to act within thirty (30) days and to notify the unit owner within thirty (30) days after the action taken precludes the Board from recovering attorneys fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.



7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation of the Association shall be supplemented by the following provisions.

7.1 Budget.

(a) Adoption of Budget by Board of Directors. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds, including a reasonable allowance for contingencies, required to defray the Common Expenses, and which shall include estimated funds for capital replacements or repairs. The funds allocated for reserves for capital replacements shall be collected and maintained as a special fund for capital replacements or repairs. The amounts collected and allocated to the special fund for capital replacements or repairs from time to time shall be maintained in a separate account by the Association. Reserves are common expenses and shall be fully funded unless properly waived or reduced. Such funds shall only be used for the purposes for which they are reserved unless their use for other purposes is approved in advance by a vote of the majority of the voting interests of the Association present at a duly called meeting of the Association. Amounts collected for the special fund for capital replacements or repairs shall be maintained in a bank account separate and apart from other Association funds and shall be considered contributions to Association capital by members.

(1) Notice of Meeting. A copy of the proposed annual budget shall be mailed to each Unit Owner not less than thirty days prior to the meeting at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

(b) Adoption of Budget by Unit Owners. If a budget is adopted by the board of directors which required assessment against the Unit Owners in any year exceeding one hundred and fifteen percent of such assessments for the preceding fiscal year, as hereinafter defined, upon written application of ten percent of the Unit Owners, the board of directors shall call a special meeting of Unit Owners

BOOK: 4024  
PAGE: 2657

BOOK: 4024  
PAGE: 2658

within thirty days, upon not less than ten days written notice to each Unit Owner. At such meeting, the Unit Owners shall consider a budget which, to be adopted, shall require a vote of not less than a majority vote of all Unit Owners. In determining whether assessments exceed one hundred fifteen percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessment for betterment to the Condominium Property shall be excluded from the computation.

7.2 Assessments. Assessments against the Unit Owners for their share of budgeted Common Expenses shall be made for the fiscal year annually in advance on or before the 20th day of the 11th month of the fiscal year preceding the year for which the assessments are made. Such assessments shall be due in equal installments, payable on the first day of each month of the fiscal year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board of directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the fiscal year left as of the date of such amended assessments, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. Provided, nothing herein shall serve to prohibit or prevent the board of directors from imposing a lump sum assessment in case of any immediate need or emergency. Any surplus remaining from the prior year assessment shall be used to reduce the assessment for the forthcoming year.

7.3 Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the

Board of Directors. All funds shall be maintained separately in the Association's name. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. Reserve and operating funds of the Association may be commingled for purposes of investment, but separate ledgers must be maintained for each account.

7.4 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons who control or disburse funds of the Association or who are handling or responsible for Association funds including a management agent that handles funds for the Association. As used in this Article, the term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the President, Secretary, and Treasurer of the Association. The principal amount of such bonds shall not be less than the greater of: (1) a sum equal to three (3) months assessments on all units in the condominium building; (2) \$10,000.00 for each such person if the Association's annual gross receipts do not exceed \$100,000.00; (3) \$30,000.00 for each such person if the Association's annual gross receipts exceed \$100,000.00 but do not exceed \$300,000.00; or (4) \$50,000.00 is the Association's annual gross receipts exceed \$300,000.00. The bonds must include a provision that calls for ten (10) days written notice to the Association or insurance trustee before the bond can be cancelled or substantially modified for any reason. This same notice must be given to any mortgagee or servicer.

7.5 Fiscal Year. The fiscal year of the Association shall be from January 1st, to December 31st, provided, however, that the board of directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the board of directors deem advisable.

7.6 Financial Report. 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 and to the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation, 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 amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Costs for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expense for lawn care;
- (g) Costs for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves, and depreciation reserves.

7.7 Books. The Association shall maintain a record of all association receipts and expenditures, as well as an assessment role in a set of accounting books in which there shall be an account for each member. Each account shall designate the name and address of the member, the dates and amounts in which assessments become due, the amounts paid upon the account and the balance due upon assessments.

7.8 Official Records.

(a) From the inception of the association, the association shall maintain each of the following items, when applicable, which shall constitute the official records of the association:

1. A copy of the plans, permits, warranties, and other items provided by the developer pursuant to s. 718.301(4).
2. A photocopy of the recorded declaration of condominium of each condominium operated by the association and of each amendment to each declaration.

3. A photocopy of the recorded bylaws of the association and of each amendment to the bylaws.

4. A certified copy of the articles of incorporation of the association, or other documents creating the association, and of each amendment thereto.

5. A copy of the current rules of the association.

6. A book or books which contain the minutes of all meetings of the association, of the board of directors, and of unit owners, which minutes shall be retained for a period of not less than 7 years.

7. A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers.

8. All current insurance policies of the association and condominiums operated by the association.

9. A current copy of any management agreement, lease, or other contract to which the association is a party or under which the association or the unit owners have an obligation or responsibility.

10. Bills of sale or transfer for all property owned by the association.

11. Accounting records for the association and separate accounting records for each condominium which the association operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but are not limited to:

(a) Accurate, itemized, and detailed records of all receipts and expenditures.

(b) A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and the amount of each assessment, the amount paid upon the account, and the balance due.

(c) All audits, reviews, accounting statements, and financial reports of the association or condominium.

BOOK: 4024  
PAGE: 2662

(d) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.

12. Ballots, sign-in-sheets, voting proxies, and all other papers relating to voting by unit owners, which shall be maintained for a period of 1 year from the date of the election, vote, or meeting to which the document relates.

13. All rental records, when the association is acting as agent for the rental of condominium units.

14. A copy of the current question and answer sheet as described by s.718.504.

15. All other records of the association not specifically included in the foregoing which are related to the operation of the association.

(b) The official records of the association shall be maintained within the state. The records of the association shall be made available to a unit owner within 5 working days after receipt of written request by the board of its designee. This paragraph may be complied with by having a copy of the official records of the association available for inspection or copying on the condominium property or association property.

(c) The official records of the association are open to inspection by any association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the association member. The association may adopt reasonable rules regarding the frequency, time location, notice, and manner of record inspections and copying. Notwithstanding the provisions of this paragraph, the following records shall not be accessible to unit owners:

1. A record which was prepared by an association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared exclusively for civil or criminal litigation or for

adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

2. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a unit.

3. Medical records of unit owners.

(d) The association shall prepare a question and answer sheet as described in s.718.504, and shall update it annually.

8. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, the Declaration, the Articles of Incorporation of the Association or these By-Laws.

9. Amendments. Except as otherwise provided in this paragraph 9, Amendments to these By-Laws shall be proposed and adopted in the following manner.

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

9.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors of the Association or by the members of the Association entitled to vote at an Association meeting. Such members may propose such an amendment by instrument in writing directed to the president or secretary of the Association signed by a majority of such members. Amendments may be proposed by the board of directors by action of a majority of the board of directors at any regular or special meeting thereof. Upon an amendment being proposed as herein provided, the secretary of the Association shall call a special meeting of the members of the Association to be held not sooner than twenty days nor later than sixty days thereafter for the purpose of considering such amendment. Such Amendment must be approved by the affirmative vote of sixty percent of a total number of Association members entitled to vote.