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AMENDMENT CERTIFICATE

AMENDMENT NO. 3 TO THE CONDOMINIUM DECLARATION
OF

COQUINA BEACH, A CONDOMINIUM

REC 1897 PG 1078

THIS AMENDMENT, No. 3 to the Condominium Declaration of COQUINA BEACH, A CONDOMINIUM, made by COQUINA BEACH CONDOMINIUM ASSOCIATION, INC., WALTER E. KALBERER, Secretary.

WITNESSETH:

WHEREAS, the Developer executed on April 14, 1975, and recorded on April 22, 1975, in Official Records Book 1083, at Pages 2102 to and including 2177 of the Public Records of Lee County, Florida, the Condominium Declaration for COQUINA BEACH, A CONDOMINIUM, hereinafter referred to as the "Declaration;" and,

WHEREAS, the Association has been granted the right to amend the Condominium Declaration, pursuant to Florida Statute 718.110 (1) (a).

NOW THEREFORE, the Association, consideration of the premises does hereby amend the By-Laws of the original Condominium Declaration in accordance with the authority reserved unto the Association, in the Declaration, and under the Laws of the State of Florida, as follows:

The Association By-Laws which appear at pages BL-1 through BL-18 of the original Condominium Declaration are hereby amended in their entirety to read as follows:

This amendment of the By-Laws to the declaration, when filed for record in the Public Records of Lee County, Florida, shall be incorporated by reference and made a part of the original Declaration, referred to above, with like effect and to the same extent as though the matters set forth herein and constituted are a part of the original Declaration.

IN WITNESS WHEREOF, WALTER E. KALBERER, Secretary of COQUINA BEACH, CONDOMINIUM ASSOCIATION INC. has caused this Amendment No. 3 to the Condominium Declaration of COQUINA BEACH, A CONDOMINIUM to be executed this 9th day of February, 1987.

Witness

Walter E. Kalberer

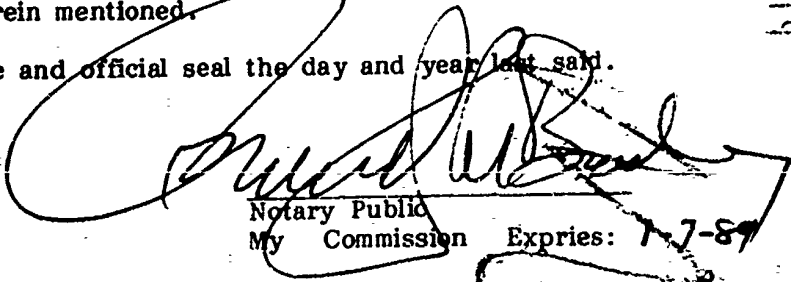
Witness

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY, that on this 9th day of February, 1987, before me personally appeared Walter E. Kalberer, to me known to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed, for the uses and purposes therein mentioned.

WITNESS my signature and official seal the day and year last said.


Notary Public

My Commission

Expires: 1-7-89

✓ Prepared by:
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EXHIBIT "BL"

BYLAWS
OF

COQUINA BEACH CONDOMINIUM
ASSOCIATION, INC.

(A Corporation Not For Profit)

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DEFINITIONS

As used herein, or elsewhere in the condominium documents, the terms used shall be defined as set out in Chapter 718, Florida Statutes, 1984, as amended, the Condominium Act hereinafter referred to as the Act. All other definitions not reflected in the Act shall be set out in the body of these condominium documents. If any definition in the condominium documents conflicts with a definition in the Act, the definition in the condominium documents shall prevail and govern the interpretation of this document.

ARTICLE I
NAME AND LOCATION

Section 1. The name of this Association shall be Coquina Beach Condominium Association, Inc., a corporation not for profit.

Section 2. The principal office of the Association in this State shall be located in Lee County, Florida.

Section 3. Other offices for the transaction of business shall be located at such places in Lee County as the Board of Directors may from time to time determine.

ARTICLE II
MEMBERSHIP AND VOTING PROVISIONS

Section 1. The members of the Association shall be defined as the Condominium Unit Owners, more particularly described in the Declaration of Condominium.

Section 2. An annual meeting of the Association members shall be held on the fourth Monday in November of each year or within sixty days thereof as determined by the Board of Administration; said meeting to be held at the principal office of the Association or any such place in Lee County, either on the condominium property or elsewhere, as may be described in the notice of such meeting. At such meeting, the Association members shall elect administrators to serve until their successors shall be elected and qualified.

Section 3. Notice of the time and place of the annual meeting or special meeting shall be sent to each Association member, or in the case of a husband and wife, the same may be addressed by one notice addressed to both of them, not less than fourteen days before the date of such meeting. An officer of the association shall provide an affidavit, to be included in the official records of the association, affirming that notices of the association meeting were mailed or hand delivered in accordance with this provision, to each unit owner at the address last furnished to the association. Any approval by unit owners called for by this chapter, or the applicable declaration or bylaws, including, but not limited to, the approval requirement in section 718.111(12), shall be made at a duly noticed meeting of unit owners and shall be subject to all requirements of this chapter or the applicable condominium documents relating to unit owner decision making except that unit owners may take action by written agreement without meetings, on matters for which action by written agreement, without meeting is expressly allowed by the applicable bylaws

or declaration or any Florida Statute which provides for the unit owner action. Unit owner may waive notice of specific meetings if allowed by the applicable bylaws or declaration, or any Florida Statute.

Section 4. Voting.

A. The owner of each condominium unit shall be entitled to one vote, cast by the voting member. If an owner owns more than one condominium unit, he shall be entitled to one vote for each condominium unit owned. The vote of a condominium unit shall not be divisible.

B. A simple majority of all of the voting members total votes shall decide any question unless the Declaration, Bylaws or Articles provide otherwise.

C. Voting rights of a unit owner may not be restricted or denied for any reason.

Section 5. Quorum. Unless otherwise provided in these Bylaws, the presence in person or by proxy of a majority of condominium unit owners shall constitute a quorum.

Section 6. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the secretary of the Association prior to the meeting at which they are to be used, and shall be valid only for the particular meeting designated. Where a condominium unit is owned jointly by a husband and wife, and they have not designated one of themselves as a Voting Member, a proxy must be signed by both in order to designate a third person as proxy.

Section 7. Designation of Voting Member. If a condominium unit is owned by one person, his right to vote shall be established by the record title to the condominium unit. If a condominium unit is owned by more than one person, the person entitled to cast the condominium unit's vote shall be designated in a Certificate to be filed with the secretary, signed by all of the record condominium unit owners of the condominium unit. If a condominium unit is owned by a corporation, it shall designate the officer or employee entitled to cast the condominium unit's vote by executing a Certificate to be filed with the secretary, signed by its president or vice president and attested to by its secretary or assistant secretary. The person designated in such Certificate shall be known as the Voting Member. If, for a condominium unit owned by more than one person or by a corporation, such Certificate is not on file with the secretary of the Association, the vote of the condominium unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the condominium unit, except if said condominium unit is owned jointly by a husband and wife. Such Certificate shall be valid until revoked or superseded by a subsequent Certificate, or until a change occurs in the ownership of the condominium unit. If a condominium unit is owned jointly by a husband and wife, the following provisions are applicable:

A. They may, but they shall not be required to, designate a Voting Member;

B. If they do not designate a Voting Member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting;

C. Where they do not designate a Voting Member and only one is present at a meeting, the person present may cast the condominium unit's vote.

ARTICLE III
ADMINISTRATION AND MANAGEMENT OF
CONDOMINIUM BY BOARD OF ADMINISTRATION

Section 1. The administration and management of the condominium property as the same relates to the common elements, and limited common elements, and the providing of utilities, as may be designated, shall be vested in the condominium association through the Board of Directors. Minutes of all meetings of condominium unit owners and the Board of Administration shall be kept in a business-like manner and shall be available for inspection by condominium unit owners or Board of Administration members at all reasonable times. The Association shall maintain records according to good accounting practices which shall be open to inspection by condominium unit owners or their authorized representatives.

at reasonable times and written summaries of which shall be supplied at least annually to condominium unit owners or their authorized representatives. Such records shall include a record of all receipts and expenditures, together with an accounting for each condominium unit which shall designate the name and address of the condominium unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, and the amounts paid upon the account and the current balance due.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all acts and things as are not prohibited by the Act, the Declaration, Articles or these Bylaws. These powers shall specifically include, but shall not be limited to, the following:

A. To exercise all powers specifically set forth in the Act, the Declaration, Articles, Bylaws and all powers incidental thereto.

B. To make regular and special assessments; to collect said assessments; and to use and expend the assessments to carry out the purposes of the Association.

C. To employ, dismiss and control the personnel necessary for the maintenance and operation of the condominium, its common areas and facilities; to employ attorneys, accountants, contractors and other professionals as the need arises.

D. To make and amend regulations respecting the operation, use and maintenance of the common elements, limited common elements, property, facilities and all other units.

E. To enter into a contract with any person, firm or entity for the operation, maintenance or repair of the condominium property. However, any such contracts shall not be in conflict with the powers and duties of the Association or the rights of residential unit owners as provided in the Condominium Act and these enabling documents.

F. To provide for the further improvement of the property, both real and personal, including the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and to acquire and enter into agreements, pursuant to the Act, subject to the provisions of the Declaration, Articles and Bylaws.

G. To purchase condominium units in the condominium and to acquire and hold, lease, mortgage and convey the same through its officers on behalf of the Association.

Section 3. The business, property of the Association, the common elements, and the limited common elements, and all assessments and generally the management and control of the Association and property owned by it, shall be conducted and be managed by the Board of Administration of five administrators who shall be elected by the association members.

Section 4. The members of the first Board of Administration shall be named by the developer as reflected in the Articles of Incorporation of the Association. Every condominium unit owner shall be a director of the association and shall serve on the Board of Directors.

Section 5. The annual budget meeting of the Association may be held during the annual Association meeting.

Section 6. Meetings of the Board of Directors shall be held in the principal office of the Association or at such other places in Lee County, within or without the condominium property, as a majority of the administrators shall from time to time designate.

Section 7. Meetings of the Board of Administration shall be open to all condominium unit owners and notices of these meetings shall be conspicuously posted at least 48 hours in advance for the attention of condominium unit owners, except in the case of an emergency. The bulletin board located near the stairs shall constitute a conspicuous place for the posting of this notice.

Section 8. A majority of the Board of Directors for the transaction of business at any annual or special meeting shall be necessary to constitute a quorum and the act of a majority of the administrators present at any such meeting at which a quorum is present shall be the act of the Board of Directors. A director of the association who is present at a meeting of its Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

Section 9. The Board of Directors shall elect the officers of the Association. Such election may be held at the Board of Administration

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meeting following the annual Association meeting. An officer may be removed at any time by a majority vote of the Board of Directors.

Section 10. Vacancies on the Board of Administration may be appointed by the remaining members of the Board at any Board of Administration meeting.

Section 11. At each annual meeting of the Association, the administrators or the chairman thereof shall submit a report to the Association of the business transacted during the preceding year, together with a report of the general financial condition of the Association.

Section 12. Members of the Board of Directors shall be elected for a term of one year, and any member of said Board of Directors may be re-elected for additional terms.

Section 13. The Board of Directors shall adopt a budget for each fiscal year and the same shall contain estimates of costs for performing the various matters and functions of the Association. Copies of the proposed budget and assessments shall be mailed to each condominium unit owner with notice of the budget meeting not less than fourteen days prior to the budget meeting. This budget, together with the notice for the budget meeting, may be delivered by hand as otherwise provided herein.

Section 14. The Board of Directors or their designee shall deposit the funds of the Association in such bank or banks as they may from time to time direct and withdrawal of such funds shall be by such person or persons as the Board of Directors may direct. The Board of Directors shall have the power to borrow funds on behalf of the Association to meet current expenses not then collected from regular assessments for recurring common expenses or from special assessments.

Section 15. The Association shall maintain in its records copies of all insurance policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by condominium unit owners or their authorized representatives at reasonable times.

Section 16. No condominium unit owner, except as an officer of the Association, shall have any authority to act for the Association.

Section 17. Consistent with the provisions of Florida Statute 718.112(2)(1), the Association members may direct any officer or administrator of the Association to provide surety or fidelity bonds in such amounts as may be directed. The bond premium for the bonds described above shall be paid for by the Association.

Section 18. The Board of Directors may make such rules and regulations or any amendment to these rules and regulations governing use of condominium property as they may.

Section 19. The Board of Directors may employ such agents or parties as it may deem necessary to assist it in the administration and management of the Association.

Section 20. The Board of Directors shall keep and maintain minutes of all meetings of unit owners and of the Board of Administration. These minutes shall be kept in a book available for inspection by unit owners. The Association shall retain these minutes for a period of not less than seven years.

Section 21. If the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with the Bylaws, any unit owner may apply to the circuit court within whose jurisdiction the condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty days prior to applying to the circuit court, the unit owner shall mail to the Association and post in a conspicuous place on the condominium property a notice describing the intended action giving the Association the opportunity to fill the vacancies. If during which time the Association fails to fill the vacancies, the unit owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorney's fees. The receiver shall have all powers and duties of a duly constituted Board of Administration, and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

Section 22. Subject to the provisions of section 718.301, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interest. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by one unit owner

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giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

1. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the Board of Directors shall turn over to the Board any and all records of the Association in their possession, within 72 hours after the meeting.

2. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the association by certified mail. The Board of Administration shall call a meeting of the Board within 72 hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within 72 hours, any and all records of the association in their possession, or proceed as described in subsection 3.

3. If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within 72 hours, file with the division a petition for binding arbitration pursuant to the procedures Section 718.1255. For purposes of this Section, the unit owner who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon service of the final order of arbitration upon the association. If the association fails to comply with the order of the arbitrator, the division may take action pursuant to Section 718.501. Any member or members so recalled shall deliver to the Board any and all records of the association in their possession within 72 hours of the effective date of the recall.

ARTICLE IV OFFICIAL RECORDS

From the inception of the association, the association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the association:

1. The plans, permits, warranties, and other items provided by the Developer, pursuant to Section 718.301(4);

2. A photocopy of the recorded declaration of each condominium operated by the association and all amendments thereto;

3. A photocopy of the recorded Bylaws of the association and all amendments thereto;

4. A certified copy of the Articles of Incorporation of the association or other documents creating the association and all amendments thereto;

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

6. A book or books containing 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, 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 Sell or transfer for all property owned by the association;

11. Accounting records for the association and separate accounting records for each condominium it 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 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.

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. Voting proxies, which shall be maintained for a period of 1 year from the date of the meeting for which the proxy was given.

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

a. The official records of the association shall be maintained in the county in which is located the condominium.

b. The official records of the association shall be open to inspection by any association member or the authorized representative of such member at all reasonable times. Failure to permit inspection of the association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the association member.

ARTICLE V OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a president, a vice president, a secretary and a treasurer, all of whom shall be elected by the Board of Directors. All of the officers shall be members of the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the first organizational meeting of each new Board.

Section 3. Term. The officers shall hold office for one year or until their successors are elected and qualify for their office.

Section 4. The President. The president shall be the Chief Executive Officer of the Association. He shall preside at all meetings of condominium unit owners and of the Board of Administration. He shall exercise the executive powers of the Association and have general supervision over its affairs and other officers. He shall sign all written contracts and perform all of the duties incident to his office and such others as may be delegated to him from time to time by the Board of Administration.

Section 5. The Vice President. The vice president shall perform all of the duties of the president in the absence of the president, and such other duties as may be required of him by the Board of Administration.

Section 6. The Secretary. The secretary shall issue notices of all Board of Administration meetings and all meetings of condominium unit owners; he shall attend and keep minutes of same; he shall have charge of all of the books of the Association as well as its records and papers, except those kept by the treasurer. All minutes shall be kept in a business-like manner and shall be available for inspection by condominium unit owners and Board of Administration members at reasonable times. The functions of the secretary may be delegated to a management company or its agents and employees working with and under the approval of the secretary and the Board of Administration.

Section 7. The Treasurer.

A. The treasurer shall have custody of the Association's funds and securities. He shall keep full and accurate accounts of the Association's receipts and disbursements. He shall 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 by the Board of Administration. The books shall reflect an account for each condominium unit owner. This account shall contain the name and address of the condominium unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon that condominium unit owner's account, and the balance due under that account.

B. He shall disburse the funds of the Association as may be ordered by the Board of Administration, making proper vouchers for such

disbursements. He shall render an account of all of his transactions as the treasurer and of the financial condition of the Association to the Board of Administration whenever it may require it.

C. He shall collect all assessments and shall promptly report to the Board of Administration the status of collections.

D. He shall maintain accounting records according to good accounting practices which shall be open to inspection by condominium unit owners or their authorized representatives at reasonable times. He shall render to condominium unit owners or their authorized representatives at least annually, a written summary of the Association's fiscal activities.

E. He shall prepare the Association's budget.

F. The functions of the treasurer may be delegated to a management company or its agents and employees working with and under the approval of the treasurer and the Board of Directors.

ARTICLE VI ASSESSMENTS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year, provided, however, that the Board of Directors, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

Section 2. Determination of Assessments.

A. The Board of Directors shall fix and determine the sum or sums necessary and adequate to assess condominium unit owners for their share of the common expenses set forth in the budget. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and limited common elements; costs of carrying out the powers and duties of the Association; all insurance premiums and expenses, including fire insurance and extended coverage; and any other expenses designated as common expenses by the Board of the Declaration. Funds for the payment of common expenses shall be assessed against condominium unit owners as provided in the Declaration. Assessments shall be payable monthly in advance and shall be due on the first day of each month unless otherwise ordered by the Board of Directors. Special assessments, if necessary, shall be levied in the same manner as regular assessments and shall be payable in the manner determined by the Board of Administration. All funds due under these Bylaws and the Declaration are common expenses.

B. When the Board of Administration has determined the amount of any assessment, the treasurer shall mail or present to each condominium unit owner a statement of assessment. All assessments shall be paid to the treasurer, and upon request, the treasurer shall give a receipt for each payment received.

C. The association has the power to make and collect assessments and to lease, maintain, repair, and replace the common elements; provided, however, the association shall not charge any fee against a unit owner for the use of common elements or association property unless such use is the subject of a lease between the association and the unit owner.

Section 3. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Administration.

Section 4. Late Payment Charge. If a condominium unit owner shall be more than fifteen days late in the payment of a monthly installment upon an assessment, the Board of Administration shall impose a late charge of \$10.00 per day. All unpaid assessments and late charges shall become a lien on the unit in favor of the Association. The unpaid assessment shall bear interest at the rate of 18% per annum.

Section 5. Audit. The Board of Administration shall render an annual statement to the condominium unit owners no later than four months after the end of the Association's fiscal year. The Board of Administration shall perform a continual internal audit of its financial records for the purpose of verifying the same but no independent or external audit shall be required of it. The Board of Administration may conduct an external

audit by an independent auditor at such reasonable time as it shall agree to; provided, however, said request for inspection is not made more than once in any calendar year and provided that the cost and expense of same is borne by the Association.

Section 6. Assessments for recurring common expenses shall be made for a twelve month period concurrent with the preparation of the annual budget. Such assessments shall be due in twelve equal consecutive monthly installments on the first day of each month for the twelve month period in which the assessments are made. If the new annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment, and regular monthly installments thereon shall be due upon each installment payment date until modified or changed by a new assessment schedule. The total assessments for the recurring common expense shall not be more than 115% of the assessments for the prior years, provided that this provision shall not prevent the levy of any necessary, extraordinary assessment from time to time. If a budget is adopted by the Board of Administration which requires an assessment against condominium unit owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of 10% of the voting interests, a special meeting of the condominium unit owners shall be held upon not less than ten days written notice to each condominium unit owner, but within thirty days of the delivery of such application to the Board of Directors by any member thereof, at which such special meeting the condominium unit owners may consider and enact a revision of the budget and may recall any or all members of the present Board of Administration and elect their successors. In the event that such an annual assessment proves to be insufficient, it may be amended at any time thereafter provided that the written approval of not less than 66 2/3% of the condominium unit owners entitled to vote have indicated their approval of the revised annual assessment. Any unpaid assessments for the remaining portion of the twelve month period shall then be due in equal monthly installments on the first month thereafter during the year in which the revised assessment is made. The Association shall have a lien against the unit for any unpaid assessments.

Section 7. Assessments for Emergencies. Assessments for common expenses of emergencies which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the condominium unit owners concerned. After such notice and upon approval in writing of a majority of such condominium unit owners concerned, the assessment shall become effective and it shall be due after thirty days notice thereof in such manner as the Board of Administration of the Association may require.

Section 8. Unpaid Assessments. Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

Section 9. Lien for Unpaid Assessments. The association has a lien on each condominium parcel for any unpaid assessments with interest and for reasonable attorney's fees incurred by the association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the condominium parcel is located, stating the description of the condominium parcel, the name of the record owner, the amount due, and the due dates. No such lien recorded after October 1, 1984, shall continue for a longer period than 1 year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs, and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure.

Section 10. Lien for Assessments Subordinate to Existing Mortgages. In any foreclosure action, the lien of the Association shall be subordinate and inferior to any mortgage liens of record encumbering such condominium unit. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing payment.

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The Association is obligated to send the mortgagee, if any, a copy of the default notice prior to instituting any action.

Section 11. Notification of Mortgagee. Any condominium unit owner who mortgages his condominium unit shall notify the Association, providing the name and address of his mortgagee. The Association shall notify the mortgagee of any unpaid assessments due from the condominium unit owner on a condominium unit.

Section 12. Payment and Penalties. All assessments for common expenses shall be payable in monthly installments as determined by the Board of Administration and shall be payable in advance monthly and due on the first day of each month payable in advance. In the event of any late payment received by the Board more than fifteen days after the payment due on the first of the month, the Board shall assess a penalty for late payment in the amount of \$10.00 per day. All unpaid assessments and late charges shall become a lien on the unit in favor of the Association. The unpaid assessments shall bear interest at the rate of 18% per annum. All monthly payments received by the Board of Administration after the fifteenth of the month shall be deemed late payments and the penalty provisions of this section shall apply unless the unit owner making the late payment can obtain the unanimous consent of all other unit owners that the late payment penalty shall not apply.

Section 13. Notice of Special Assessment. The specific purpose or purposes of any special assessment approved in accordance with the condominium documents shall be set forth in a written notice of such assessment sent or delivered to each unit owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the unit owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered common surplus.

Section 14. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a condominium unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the original or Appellate Court.

ARTICLE VII DEFAULT, COMPLIANCE AND LEGAL ACTIONS

Section 1. Violations. In the event of a violation by a condominium unit owner of any of the provisions of the Declaration, Bylaws or the Act, the Association, by direction of its Board of Administration, shall notify the condominium unit owner of said breach by written notice, transmitted to the condominium unit owner at his condominium unit by certified mail. If such violation shall continue for a period of thirty days from the date of mailing of the notice, the Association shall have the right to treat such violation as an intentional, material breach of the Declaration, Bylaws or the Act, and the Association shall then, at its option, have the following elections:

A. To commence an action in equity to enforce performance on the part of the condominium unit owner; or

B. To commence an action at law to recover its damages; or

C. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon a finding by a Court that the condominium unit owner was in violation of any of the provisions of the above-mentioned documents, the condominium unit owner shall reimburse the Association for its reasonable attorney's fees incurred in bringing such action. Any violations which are deemed by the Board of Administration to be a hazard to public health or safety may be corrected by the Association immediately, as an emergency matter. The cost thereof shall be charged to the condominium unit owner as a specific expense.

Section 2. Negligence or Carelessness of a Condominium Unit Owner. All condominium unit owners shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees or lessees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any condominium unit or its appurtenances. The cost of any maintenance, repair or replacement performed pursuant to this Section shall be charged to said condominium unit owner as a specific expense.

Section 3. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by an condominium unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the original or Appellate Court.

Section 4. No Waiver of Rights. The failure of the Association or an condominium unit owner to enforce any right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or condominium unit owner to enforce such right, provision, covenant or condition in the future.

Section 5. Election of Remedies. All rights, remedies and privileges granted to the Association or a condominium unit owner pursuant to any terms, provisions, covenants or conditions of the condominium documents shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted by the condominium documents.

Section 6. Notice of Right to Intervene. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting the Association and the condominium unit owners, the Association shall give notice of the exposure within a reasonable time to all condominium unit owners who may be exposed to the liability. These condominium unit owners shall have the right to intervene and defend in the legal action if it appears that they may be exposed to liability as individual condominium unit owners.

Section 7. Fines. If the declaration or bylaws so provide, the association may levy reasonable fines against a unit for failure of the owner of the unit or its occupant, licensee or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. No fine shall become a lien against a unit. No fine shall exceed \$50.00 nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, of applicable, its licensee or invitee. The provisions of this subsection shall not apply to unoccupied units.

ARTICLE VIII AMENDMENTS TO THE BYLAWS

Prior to the time of the recordation of the Declaration, these Bylaws may be amended, altered or rescinded by an instrument, in writing, signed by a majority of the then existing Board of Administration.

Subsequent to the recording of the Declaration, these Bylaws may be altered, amended or added to at any duly called meeting of the condominium unit owners provided that:

A. Notice of the meeting shall contain a statement of the proposed amendment;

B. The amendment shall be approved upon the affirmative vote of a majority of condominium unit owners;

C. Said amendment shall be recorded and certified as required by the Act. Notwithstanding anything above to the contrary, until condominium unit owners are entitled to elect a majority of the Board of Administration, these Bylaws may not be amended without a prior resolution of the Board of Administration requesting said amendment; and

D. Notwithstanding the foregoing, no amendment to these Bylaws may, at any time, be adopted or become effective which shall abridge, amend or alter the rights of Developer, as set forth in any of the condominium documents and as specified in the Act, without first obtaining the prior written consent of the Developer.

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CLERK OF DISTRICT COURT
11th DISTRICT

RECORDED AND INDEXED